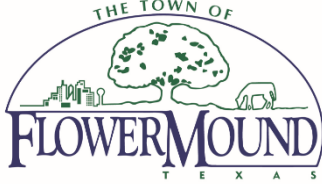


Town Council Regular Meeting and Work Session



November 16, 2023
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with a single member of Town Council participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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. 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

E. CONSENT ITEM(S)

1. Minutes 11/6 - Consider approval of the minutes from a regular meeting held on November 6.
2. Handyman Contract - Consider approval to increase the contract for Handyman services from \$250,000 to \$350,000.

3. Stoval Contractor for FS1 - Consider the approval of a proposal from Stoval Commercial Contractors LLC for the Central Fire Station (Fire Station One) crew renovation in the amount of \$103,296.40. The proposal is submitted per the BuyBoard Contract.
4. Town Facilities Custodial Supplies - Consider approval to increase the annual amount utilizing the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. to provide additional custodial supplies for all Town facilities from an estimated annual amount of \$80,000 to \$147,000.
5. Gerault Park Improvements - Consider approval of a Construction Agreement with Cole Construction, Inc., for the Gerault Park Improvements project, in the amount of \$448,114.00; and authorization for the Mayor to execute the same on behalf of the Town.
6. Tealwood Oaks Park Improvements - Consider approval of a Construction Agreement with 2L Construction, LLC, for the Tealwood Oaks Park Improvements project, in the amount of \$491,706.00; and authorization for the Mayor to execute the same on behalf of the Town.

F. REGULAR ITEMS

1. Proposed Charter amendments - Discuss and consider proposed Charter amendments as presented by the Charter Review Commission (final report)
2. SP23-0005 – The Village Church Expansion - Consider a request for a Site Plan (SP23-0005 – The Village Church Expansion) to expand an existing church, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, a request for additional height pursuant to Section 98-1031(d) Additional height, of the Code of Ordinances and a request for a deviation to the required parking standards pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Justin Road and east of Morriss Road. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.)
3. SUP23-0006 – Morriss Road Assembly Hall - Public Hearing to consider an ordinance granting Specific Use Permit No. 488 (SUP23-0006 – Morriss Road Assembly Hall) to permit an assembly hall use. The property is generally located west of Morriss Road and south of Littlejohn Court. (The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting.)
4. CON23-0001 – FM 1171 Conservation Development - Public Hearing to consider an ordinance for amending the zoning (CON23-0001 – FM 1171 Conservation Development) from Interim Holding (IH) and Agricultural (A) uses to Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Hwy 377. (The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting with a condition.)
5. TRP23-0017 – FM 1171 Conservation Development - Public Hearing to consider an application for a tree removal permit (TRP23-0017) for eighteen (18)

specimen trees on property proposed for development as FM 1171 Conservation Development. The property is generally located north of Cross Timbers Road and east of U.S. Highway 377. (The Environmental Conservation Commission recommended denial of specimen trees #'s 10, 632, 1274 and 1275 and approval of the remaining fourteen (14) specimen trees proposed for removal by a vote of 6-0-0 at its October 3, 2023, meeting).

G. WORK SESSION ITEM

Presentations and discussions on:

1. Public Improvement Districts
2. Town's sign ordinance
3. Town's special events ordinance

H. BOARDS/COMMISSIONS

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

I. CLOSED MEETING

The Town Council to convene into a closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, for consultation with Town Attorney, as follows:

1. Consultation with Town Attorney.
 - a. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al

J. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: November 13, 2023, at 4:30 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for 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



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

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Mayor
Jim Engel, Mayor Pro Tem
Ann Martin, Deputy Mayor Pro Tem
Adam Schiestel, Councilmember Place 1
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3

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 Development Services
James Augenstein, Community Service Officer
Letitia Carter, Community & Cultural Arts Commission
Travis Cuniff, Assistant Director of Parks and Recreation
Melody Eby, Senior Economic Development Specialist
Brian Waltenburg, Assistant Director of Engineering
Dale Crown, Senior Project Engineer
Brennon Peltier, Park Development Manager
Chuck Jennings, Director of Parks and Recreation
JP Walton, Chief Strategic Officer

B. INVOCATION

Mayor France reported on the passing of Mary Kay Walker and Denis Toth and asked everyone to join him in a moment of silence in their honor.

Chaplain Cole led 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. Presentation of National Night Out neighborhood winners

Officer Augenstein announced the 2023 National Night Out winners:

- Glenwick Estates (Individual party category)
- The Peninsula at Twin Coves (small HOA category)
- Country Meadows (large HOA category)

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

Mayor France recited the Proclamation and presented it to Ms. Carter, Mr. Cuniff, and Cultural Arts Commission members.

3. Historical Commission Task Force Final Report and Recommendation

Jacque Narrell, Chair of the Historical Task Force Commission, presented their final report. Ms. Narrell indicated it is the Task Force's recommendation for the Town to establish a Historical Commission. She pointed out that a Historical Commission is an ideal choice because of its expertise, authority, and public accountability. She also outlined possible objectives and commission structure for Council consideration.

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

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	Eco vehicle fair
2.	Sweetie Bowman, 6524 Orchard Dr	Support of the arts

3.	Celia Hood, 4912 Joshua Dr	Support of the formation of a historical commission
4.	Nancy Lawrence, 3105 Brook Hollow Ln	Support of the arts
5.	Peggy Riddle, Director of Denton County History and Culture	Support of the formation of a historical commission
6.	Janvier Werner, 2828 Bob White Ln	Support the formation of a historical commission
7.	Eileen Carter, 3930 High Rd	Support of an arts center
8.	Joe Bernard, 10605 Sunrise Cir	Public comment
9.	Matthew Hurst, 4158 Meadow View Dr, Argyle	Public comment
10.	Dana Elsworth, 1419 Limrick Ct, Keller	Sunrise Cir

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
Mayor or Councilmembers had announcements regarding:
 - Citizen's Academy (registration now open)
 - Veterans Day events
 - Election Day (11/7)
 - Flower Mound High School girl's cross-country team and state title (4th in a row)
 - Art party
 - Dorothy's Dash
 - Charter Review Commission public input meeting (11/8)

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
Mr. Childers reported on the pilot program between the Town and LISD for tennis courts. He noted the program will continue into the fall.

He also reported that both the Library Director and Police Chief have announced their retirement and there are two items on tonight's agenda to start the search process for their replacement.

a. Business Workshop Series

Ms. Eby gave a presentation identifying or noting:

- new business workshop series in coordination with the Chamber (purpose, speakers, topics)

b. Senior Center Accreditation

Mr. Childers announced that the Town's senior center is the first in the state to receive this accreditation and he pointed out the criteria involved to receive it.

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 that 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).

Councilmember Schiestel requested a future agenda item to discuss the creation of a historical commission. There was Council consensus to proceed with an agenda item for this purpose.

I. COORDINATION OF CALENDARS

Mayor France confirmed that all members of Council plan to be at the November 16 meeting.

1. November 16 - Regular meeting & Work session
2. November 20 - Regular meeting has been canceled

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:	Brian Taylor moved to approve consent items 1 - 19 as presented in the agenda captions. Ann Martin seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

1. Minutes 10/16, 10/19, and 10/23 - Consider approval of the minutes from a regular meeting held on October 16, a work session/special meeting held on October 19, and a special meeting held on October 23.
2. Executive Search Agreement (Library Director) - Consider approval of an executive search agreement with Bradbury Miller Associates, for services related to a search for the Director of Library Services in the amount not to exceed \$24,000; and authorize the Mayor to execute same on behalf of the Town.
3. Executive Search Agreement (Police Chief) - Consider approval of an executive agreement with Strategic Government Resources, for services related to a search for the Police Chief in the amount not to exceed \$24,150; and authorize the Mayor to execute same on behalf of the Town.
4. Grant (bullet proof vest) - Consider approval of a resolution accepting grant funds from the Department of Justice's Bureau of Justice Assistance for the purchase of bulletproof vests for the Police Department as part of the FY 2023 Bulletproof Vest Partnership.

RESOLUTION NO 28-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S BUREAU OF JUSTICE ASSISTANCE FOR THE FISCAL YEAR 2023 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN'S POLICE DEPARTMENT USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

5. Body Worn Cameras Purchase Agreements (PD) - Consider approval of the purchase from Axon Enterprise, Inc., for the acquisition of Axon body-worn cameras for \$654,366.20 (\$130,873.24 annually), Fleet mobile video systems for \$231,966.40 (\$46,393.28 annually), Taser energy weapons for \$51,696.00 (\$10,339.20 annually), and Axon Auto-Tagging video evidence software for \$58,080.00 (\$11,616.00 annually), as well as other related hardware and licensing as part of separate five-year agreements, and approval of a revised Axon Master Services Purchasing Agreement, and authorization for the Mayor to execute same on behalf of the Town.
6. Annual physicals-Police Officers (PSA amendment- Front Line Mobile Health) - Consider approval of the Amendment to the approved professional service agreement with Front Line Mobile Health to include police department personnel in the amount of \$34,000.00 and authorization for the Mayor to execute same on behalf of the Town.

7. Consider approval of the Amendment to Chapter 6, Animal Ordinance revision to add section 6-128. - Consider approval of the Amendment to Chapter 6, "Animals" in the Code of Ordinances by adding section 6-128. This amendment will allow for any needed medical care of animals and timely placement without the time requirement of a property hearing.

ORDINANCE NO. 46-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ARTICLE IV, "IMPOUNDMENT, REDEMPTION AND DISPOSITION," OF CHAPTER 6, "ANIMALS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SECTION 6-122 TO PERMIT THE ANIMAL CONTROL AGENT TO PROVIDE MEDICAL CARE FOR IMPOUNDED ANIMALS AND BY ADDING SECTION 6-128, "PROTECTIVE CUSTODY," TO ESTABLISH GUIDELINES FOR HOLDING PERIODS FOR ANIMALS IMPOUNDED DUE TO ARREST OR EMERGENCY, AND TRANSFERING OWNERSHIP AT THE END OF A SPECIFIC HOLD PERIOD; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

8. CIP Amendment 1 - Consider approval of Amendment No. 1 to the Fiscal Year 2023-2024 Capital Improvement Program.
9. Project Management Software Renewal - Consider approval of the purchase of Procore Technologies, Inc., Project Management Software from Carahsoft Technology Corp., through a Texas Department of Information Resources (DIR) contract, in the amount of \$38,561.95.
10. CivicPlus Website Renewal - Consider approval of a Professional Service Agreement with CivicPlus in the amount of \$20,985.75; and authorization for the Mayor to execute same on behalf of the Town of Flower Mound.
11. Portable CCTV Inspection System Purchase - Consider approval of the purchase of one Cues C550 Portable Camera System from CLS Sewer Equipment Company inc., a sole source provider, in the amount of \$97,650.00.
12. Resident & Employee Surveying Tool (Polco PSA) - Consider approval of a Professional Services Agreement with Policy Confluence, Inc. for survey services in the amount of \$17,000; and authorization for the Mayor to execute same on behalf of the Town.
13. Heart Monitor Supplies (Paramedics use) - Consider approval of the purchase of heart monitor supplies from Zoll Medical through NPPGov Contract #PS20200 with an annual expenditure of \$25,000.00 for the duration of the contract expiring June 8, 2026.

14. Expansion/Renovation Study - CAC - Consider the approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for a study on the future expansion and renovation of the Community Activity Center , in the amount of \$152,250.00; and authorization for the Mayor to execute same on behalf of the Town.
15. Denton County ICA for Library Services - Consider the approval of an Interlocal Cooperation Agreement with Denton County for the provision of library services for the benefit of the citizens of Denton County, and authorize the mayor to execute the same on behalf of the Town.
16. Easement Abandonment at 1732 Robin Lane - Consider approval of an ordinance vacating and abandoning of the existing 10-foot utility easement located along the west property line of Block 1, Lot 6, of Hidden Oaks at Lake Forest Subdivision. The property is generally located south of Forest Vista Drive and west of Morriss Road.

ORDINANCE NO. 45-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, VACATING AND ABANDONING THE EXISTING 10-FOOT UTILITY EASEMENT LOCATED ALONG THE WESTERN PROPERTY LINE OF BLOCK 1, LOT 6, OF HIDDEN OAKS AT LAKE FOREST SUBDIVISION, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS WHICH LOT IS MORE COMMONLY KNOWN AS 1732 ROBIN LANE, FLOWER MOUND, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING AND ASSIGNING THIS EASEMENT TO THE OWNERS OF THE FEE ESTATE; REQUIRING A HOLD HARMLESS AND INDEMNITY AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

17. Hydro Excavation Trailer Purchase - Consider approval of the purchase of one (1) HX30GA Ditch Witch per Town of Flower Mound Specifications and Quote from The Charles Machine Works, in the amount of \$55,129.72.
18. Vehicle Purchase (2) for Facilities Dept. - Consider the approval to purchase (2) Chevrolet Express CC23405 Vans w/ Knapheide KUV Bodies - Facilities (Replaces Units 59200-01 & 59200-02) for the amount of \$143,109.20.
19. Vehicle Purchase (2) - PD - Consider approval of purchasing (1) 2023 Dodge Charger and (1) 2024 Ford F150 Responder - CVE Truck, both with Police Equipment Packages as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907 for \$154,442.18.

K. REGULAR ITEM(S)

1. TIRZ #2 Creation - Public hearing to consider an ordinance designating a geographic area within the Town as a tax increment reinvestment zone

pursuant to Chapter 311 of the Texas Tax Code, to be known as reinvestment zone number two; creating a board of directors; and establishing a tax increment fund (TIRZ fund) for the zone.

Mr. Childers provided background information and Mary Petty, P3 Works (Consultant) gave a presentation identifying or noting:

- TIRZ goals overview
- TIRZ boundary
- map of public improvements
- project costs to be paid by TIRZ no. 2
- reasons TIRZ is desirable
- estimated non-project costs
- feasibility study
- population growth in Texas
- next steps

and she responded to questions from Council regarding:

- if approved, does the TIRZ control zoning or density
- infrastructure costs
- purpose of tonight's agenda item
- future tax rate calculations (impact)
- process for winding down the TIRZ
- does a TIRZ benefit developers
- how a TIRZ works
- possibility of taking a TIRZ to the voters

Mayor France opened the public hearing at 7:40 p.m.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.	None	Fred Vincent, 3933 Bordeaux Cir	None
2.		Andrea Jeraci, 2906 River Bend Trl*	
3.		Ashley Schrader, 3821 Spanish Oak Dr	

** Indicates person did not wish to speak*

Mayor France closed the public hearing at 7:47 p.m.

Council Discussion

There was Council discussion regarding:

- how the TIRZ offers flexibility for the Town for the infrastructure that is required to be built
- the terms of the TIRZ
- Frisco example
- possibility of using the more traditional method with bonds

ACTION: Jim Engel moved to approve K.1. as presented in the agenda caption. Ann Martin seconded the motion.
AYES: Ann Martin, Jim Engel, Brian Taylor
NAYS: Adam Schiestel, Chris Drew
ABSTAIN: None
RESULT: 3 : 2

ORDINANCE NO. 47-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE TOWN AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWO, TOWN OF FLOWER MOUND, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND (TIRZ FUND) FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

2. CSP23-0002 - Chippenhook Addition Lot 1, Block A and Premier Addition - Public Hearing to consider a request for a Comprehensive Sign Package (CSP23-0002 – Chippenhook Addition Lot 1, Block A and Premier Addition) to allow additional wall signs on three buildings. The property is generally located south of Justin Road and east of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- sign exhibit
- Comprehensive Sign Package purpose
- site photos
- sign exhibit

and she responded to questions from Council regarding:

- clarification on the zoning district

Applicant Presentation

Melinda Page, EGAP, gave a presentation identifying or noting:

- photos of the site
- examples of other sites and similar signage they are requesting

and she responded to questions from Council regarding what the business does.

Mayor France opened the public hearing at 8:05 p.m. No one spoke. Mayor France closed the public hearing at 8:05 p.m.

Council Discussion

There was Council discussion regarding:

- how the business fits the zoning
- past similar request

ACTION:	Ann Martin moved to approve K.2. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

3. ZPD23-0003 - Bryn Mar Estates Accessory Building Amendment - Public Hearing to consider an ordinance for rezoning (ZPD23-0003 – Bryn Mar Estates Accessory Building Amendment) to amend Planned Development No. 62 (PD-62) with Single-Family District-15 uses to modify development standards to increase the allowed size of accessory buildings. The property is generally located south of Flower Mound Road and west of Red Oak Lane. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- PD-62 Amendment
- site photo (entrance)

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

- clarification regarding attached and detached accessory buildings
- use of carports
- what was the purpose of the 750 square feet accessory building (current code language)
- clarification regarding the process
- how the item is coming forward given the resident didn't obtain a permit for the structure, and was later denied by the Board of Adjustment, and how the structure has been out of compliance for 3 years
- other properties that deviate from the 1,500 square feet for accessory buildings
- what size is the current structure
- has there been a drainage impact
- consequences for non-compliance regarding work without a permit

Applicant Presentation

Patrick Baldasaro, 2117 Dana Ct, responded to questions from Council regarding:

- what is the genesis of the request where the neighborhood decided on 1,200 square feet
- if the HOA is supportive of the change

ACTION: Adam Schiestel moved to approve K.3. as presented in the agenda caption. Chris Drew seconded the motion.

AYES: Adam Schiestel, Brian Taylor, Chris Drew

NAYS: Ann Martin, Jim Engel

ABSTAIN: None

RESULT: 3 : 2

ORDINANCE NO. 48-23

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 57-96, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 62 (PD-62) ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 40.322 ACRES OF LAND AND BEING ALL OF BRYN MAR ESTATES; BY AMENDING SUBPARAGRAPH A.2, "BUILDING STANDARDS," OF PARAGRAPH I, "DEVELOPMENT STANDARDS – SINGLE-FAMILY DISTRICT-15 (SF15)," OF EXHIBIT "D," "DEVELOPMENT STANDARDS," TO INCREASE THE MAXIMUM ACCESSORY BUILDING TOTAL FLOOR AREA; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

4. LDR23-0004 – Legislative Update - Public hearing to consider an ordinance amending the Land Development Regulations (LDR23-0004 – Legislative Update) by amending Chapter 74 "General," Chapter 78 "Administration," Chapter 82 "Development Standards," and Chapter 90 "Subdivisions," for the purpose of updating subdivision and site plan requirements and platting review authority to comply with recently adopted state legislation. (PZ recommended approval by a vote of 6 to 0 at its October 23, 2023, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- 2023 Legislative session (HB 3699, SB 929, SB 2440)
- plat types
- focus of amendment
- Ch. 74 - general provisions
- Ch. 78 - administration
- Ch. 82 - development standards
- Ch. 90 - subdivisions

and she responded to questions from Council regarding:

- right of way terms
- zoning application options

Mayor France opened the public hearing at 9:07 p.m. No one spoke. Mayor France closed the public hearing at 9:08 p.m.

Council Discussion

There was Council discussion regarding:

- the consequences if no action is taken by Council
- straight zoning option

ACTION:	Adam Schiestel moved to approve K.4. as presented in the agenda caption and with the option for development plans to be considered concurrently with straight zoning request. Jim Engel seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

ORDINANCE NO. 49-23
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 74, "GENERAL PROVISIONS,"

CHAPTER 78, “ADMINISTRATION,” CHAPTER 82, “DEVELOPMENT STANDARDS,” AND CHAPTER 90, “SUBDIVISIONS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SITE PLAN AND SUBDIVISION REGULATIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

5. High Road Water Line Phase II Construction Award - Consider approval of a Construction Agreement with A & B Construction, LLC for the High Road Water Line Replacement Phase II project, in the amount of \$3,413,006.00; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Waltenburg gave a presentation identifying or noting:

- project overview
- verified bid results
- project schedule

and he responded to questions from Council regarding:

- will the road quality be improved with this project

ACTION: Brian Taylor moved to approve K.5. as presented in the agenda caption. Chris Drew seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

6. Hillside Lane Reconstruction Construction Award - Consider approval of a Construction Agreement with 3D Paving and Contracting, LLC, for the Hillside Lane Reconstruction project, in the amount of \$1,385,393.60; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Crown gave a presentation identifying or noting:

- project overview
- Hillside Lane recon map
- verified bid results
- project schedule

ACTION: Jim Engel moved to approve K.6. as presented in the agenda caption. Chris Drew seconded the motion.

AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

7. Bakersfield Park Improvements Phase 2 - Consider approval of the purchase and installation of new LED light fixtures and MuscoVision Automated Sports Streaming and Broadcasting System for the Bakersfield Park Improvements Ph. 2 project, from Musco Sports Lighting, LLC, through the Texas Local Government Purchasing Cooperative, in the amount of \$1,759,054.00

Mr. Peltier gave a presentation identifying or noting:

- project overview
- Musco Vision pricing and revenue
- project budget
- project schedule

and he, or Mr. Jennings, responded to questions from Council regarding:

- purpose of Musco Vision and clarification regarding the cost
- safety and security concerns, particularly as it relates to juveniles
- data storage
- participants' ability to opt-out

Council Discussion

There was Council discussion regarding:

- concerns regarding the Musco camera system (cost, safety/security for juveniles)
- product demand
- possibility of having a pilot option for one field

ACTION: Adam Schiestel moved to approve K.7. as presented in the agenda caption (LED lighting), excluding the Musco Vision streaming and broadcast system. Ann Martin seconded the motion.
AYES: Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

8. FY 23-24 Strategic Plan - Consider adoption of the FY 23-24 Strategic Plan. Mr. Walton gave a presentation identifying or noting:

- strategic plan timeline
- FY 23-24 strategic plan
- community engagement
- strategic objectives

Strategic Goals Diagram:



and he responded to questions from Council regarding:

Council Discussion

There was Council discussion regarding:

- performance metric and interest in the articulation of the outcome metrics going forward

ACTION:	Brian Taylor moved to approve K.8. as presented in the agenda caption. Chris Drew seconded the motion.
AYES:	Ann Martin, Jim Engel, Adam Schiestel, Brian Taylor, Chris Drew
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital

Improvements Advisory Committee, 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.

Ms. Scott reported there is a vacancy on the Veterans Liaison Board and she provided Council with options to fill that seat. There was general Council consensus to open the application opportunity to the community for this position.

M. CLOSED MEETING

The Town Council convened into a closed meeting at 10:01 p.m. on November 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. La Estancia Investments, L.P. v. Town of Flower Mound, Texas, et al
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, 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

The Town Council reconvened into an open meeting at 11:43 p.m. on November 6, 2023, and took no action on the above items.

O. ADJOURN

Mayor France adjourned the meeting at 11:43 p.m. on November 6, 2023, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: November 16, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider approval to increase the contract for Handyman services from \$250,000 to \$350,000.**

BACKGROUND: During the June 22, 2022 Town Council meeting Town Council approved the the award of Competitive Sealed Bid Number 2022-29-A to establish an annual unit price contract to provide minor construction and repair activities in an estimated amount of \$250,000. The Handyman contractors perform minor construction and repair activities as directed by the Flower Mound Facilities Management Division and consist of work activities normally completed by Facilities Management. The work under this contract is completed on an 'as needed' basis and assigned to the Contractors when the workload of Facilities Management exceeds the available resources for the timely and successful completion of the work activity. The work activities are based upon work overages, work back logs, and/or emergency requests. The work is for labor only unless otherwise indicated at the time of request. The contract is for one-year with four one-year renewal options. Work loads are increasing for the Facilities Management Division making it necessary to utilize the handyman contractors even more.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue)
\$100,000

Account Number(s):
100-655-59200-6010

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Executed Contract No. 2022-29-A - EB Solutions dba Zac Moore
2. Annual Letter 6-23-2023 thru 6-23-2024 - Zac Moore Construction dba EB Solutions

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

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

This Contract is made by the Town of Flower Mound, Texas, a municipal Corporation ("Town") and EB Solutions dba Zac Moore ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide products/services relative to: Handyman Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in the Contract Documents, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in the solicitation. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The initial contract period will be one year, with four (4) optional one-year renewal periods from date of award of contract. All pricing is to remain firm during the contract period. This agreement may be terminated by either party with written notice at least ninety (90) days prior to the current term renewal date, indicating their intent not to renew.
5. **COMPENSATION.** Contractor's total compensation for products or services to be performed and expenses to be incurred is specified in the Contractor's Pricing Sheet or Criteria.
6. **PAYMENTS.** Seller shall submit separate invoices on each order after each delivery. Invoices shall indicate the department, requestor, shall be itemized and transportation charges, if any, shall be listed separately. **Mail to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028 or email to accountspayable@flower-mound.com.** Payment shall not be due until the above instruments are submitted after delivery. Payment terms are Net 30 per the Texas Prompt Payment Act. Seller should keep the Accounts Payable Office advised of any changes in remittance addresses. Town's obligation is payable only and solely from funds available for the purpose of the purchase. Do not include Federal Excise, State or City Sales Tax. Town shall furnish tax exemption certificate upon request

7. **PRICING ESCALATION:** Unless otherwise stated in the specification herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of **contract renewal** by a submitted request in written form to the Purchasing Manager. Basis for price escalation should be based on the consumer price index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Flower Mound reserves the right to approve or reject any and all requests for price escalations.
8. **PRICE REDUCTION:** If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services or lower than the Town of Flower Mound's contracted prices, an equitable adjustment shall be made in the contract price in favor of the Town.
9. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with the Contract Documents. Invoices should be mailed to Accounts Payable, Town of Flower Mound, 2121 Cross Timbers Road, Flower Mound, TX 75028 or accountspayable@flower-mound.com.
10. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
11. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer their interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

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

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

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

- a. Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.
- b. In the event of any termination hereunder, the Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

- c. Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.
- 16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
- 17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
 - a. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with the Contract Documents, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by contractor or by any contractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
- 18. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town's Public Works Division by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
- 19. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
- 20. **COMPLIANCE WITH LAWS.** The Contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All

necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's Representative are followed.

- 21. ENTIRE CONTRACT.** This instrument together with the Contract Documents of which this Contract is a part contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
- 22. ADVERTISING:** Contractor shall not advertise or publish, without Town's prior consent, the fact that Town has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 23. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Town supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Town comply with the requirement of IRCA and shall notify the Town within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Town may terminate a contract with the Seller if the Town determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Town of an IRCA violation.
- 24. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that 1) Seller does not boycott Israel, as defined by Texas Government Code Section 808.001 and 2) Seller will not boycott Israel during the term of the contract.
- 25. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F. Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

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

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

Name: _____
Title: _____
Company Name: _____
Address: _____
City, State, Zip: _____

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

27. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
28. **GOVERNING LAW.** The validity of this Contract and of any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Denton County, Texas.
29. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
30. **EFFECTIVE DATE.** This contract shall be effective once it is signed by the Town and Contractor.

31. **INDEMNITY:** The seller shall defend, indemnify and hold the Town of Flower Mound, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award and the seller so agrees upon the submission of the bid. The seller shall deliver, if so, requested by the Town of Flower Mound, a written release of all liens or other proper evidence of same, to the satisfaction of the Town prior to the issuance of final payment by the Town.

AGREED TO BY:

TOWN OF FLOWER MOUND, TEXAS

By: Zac Moore

By: D. France

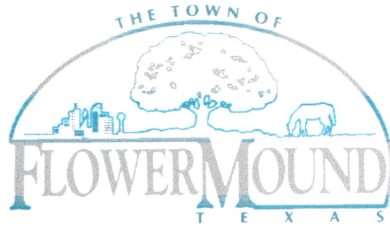
Name: Zac Moore

Title: owner

Mayor Derek France

Date: 6/23/2022

Date: 6/23/2022



Purchasing Division

March 1, 2023

Attn: Zac Moore, Owner

Zac Moore Construction dba EB Solutions
1417 Evergreen Drive
Lewisville, Texas 75067

RE: CONTRACT NO. 2022-29-A

Annual Contract for Handyman Services
(Annual Contract with Renewal Options)

Vendor No.

10-5407

Items:

All

Contract Renewal Date:

6/23/2023 thru 6/23/2024

Dear Mr. Moore:

The Town of Flower Mound would like to renew the above mentioned contract for an additional one (1) year period. It is understood that all terms and conditions of the contract will be held firm during the renewal period. Using departments will continue to order on an "as needed" basis.

Please indicate your acceptance of this renewal by signing this letter were indicated and returning it within seven (7) business days. Please return the renewal letter via email to: marquita.shamlin@flowermound.com.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Sincerely,

Marquita Shamlin

Marquita Shamlin
Town of Flower Mound
Purchasing Buyer

Zac Moore
Zac Moore
Zac Moore Construction dba EB Solutions
3 MAR. 23
Date

C: File Contract No. 2022-29-A – Jeff Garner, Director of Facilities Management

"PROVIDE EXCEPTIONAL CUSTOMER SERVICE TO PROMOTE LASTING SUCCESS"

2121 Cross Timbers Road, Flower Mound, Texas 75028
Office Phone: (972) 874-6006



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

DATE: November 16, 2023
FROM: Jeff Garner, Director of Facilities Management
ITEM: **Consider the approval of a proposal from Stoval Commercial Contractors LLC for the Central Fire Station (Fire Station One) crew renovation in the amount of \$103,296.40. The proposal is submitted per the BuyBoard Contract.**

BACKGROUND: The renovation of the crew area at Fire Station 1 is a culmination of several projects into one. The Town Council recently approved the replacement of the HVAC systems in the crew area and upgrade of the emergency power system. Combining the projects together will help mitigate the time the fire crews have to be removed from the crew area. The renovation includes an upgrade to the kitchen, the addition of an office and sleeping space for the FIT Captains, upgrades to millwork and restroom fixtures in the captain and battalion chief's offices. By completing these projects simultaneously, the renovations can be completed in less time, with less impact on fire operations. There are two crews (five on each crew), a Battalion Chief and FIT Captain working out of Fire Station 1. During the renovation, one fire crew, the Battalion Chief and FIT Captain will be relocated to other fire stations and one crew will remain on site. Stovall Commercial Contractors LLC has submitted a proposal through the BuyBoard Purchasing Network for the crew renovation at Fire Station 1 for the amount of \$103,296.40.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: \$103,296.40

Proposed Expenditure/(Revenue)
\$103,296.40

Account Number(s):
100-655-59200-6010

LEGAL REVIEW: N/A

ATTACHMENTS:

1. SCC Construction Quote - Fire Station Remodel REV 2

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

Stovall Commercial Contractors LLC

609 S. County Road 810 Alvarado, Texas 76009

(817) 480-9022

PATRICK@STOVALLCOMMERCIALCONTRACTORS.COM

UST-CR# 0000187 / TECL#35472/BUYBOARD 673-22

www.stovallcommercial.com

Jeff,

Here is the quote for the Fire Station Remodel for the Town of Flower Mound that we would submit to buy board.

Fire Station Remodel	Qty.	Rate	Total
Renovation and Concrete Remodel	1	\$91,341.00	\$91,341.00
Buy Board 3%	1	\$2,987.43	\$2,987.43
Project Management and Coordination	1	\$8,967.97	\$8,967.97
EXCLUDES: UTILITY DISCONNECTS/REROUTING, PUMPING OR DISPOSAL OF ANY FLUIDS, ANY AND ALL SUB-GRADE MECHANICAL EXCAVATION, SUB-GRADE PIPE EXCAVATION, ASBESTOS SURVEY, REMOVAL OF ANY AND ALL HAZARDOUS MATERIALS, CONTAMINATED MATERIALS, EROSION CONTROL, SW3P, SITE SECURITY FENCE, FINAL GRADE AND MULTIPLE MOBILIZATIONS.	Sub Total		\$103,296.40
	Tax - 8.25%		\$0.00
	Total		\$103,296.40

Please review and let us know if have any questions.

Diann Howell

Owner – Stovall Commercial Contractors



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

DATE: November 16, 2023

FROM: Jeff Garner, Director of Facilities Management

ITEM: **Consider approval to increase the annual amount utilizing the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. to provide additional custodial supplies for all Town facilities from an estimated annual amount of \$80,000 to \$147,000.**

BACKGROUND: At the June 5, 2023 Town Council meeting, Town Council approved using The City of Mesquite active interlocal bid with Master Cleaning Supply, Inc. for Custodial Supply Services in the annual amount of \$80,000. Due to rising costs and usage, it is necessary to increase the annual amount from \$80,000 to \$147,000. This item is to seek Town Council's approval to utilize the City of Mesquite's bid #2020-027 with Master Cleaning Supply, Inc. for the purchase of additional custodial supplies.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$147,000

Proposed Expenditure/(Revenue)
\$147,000

Account Number(s):
100-655-59200-2120

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2020-027 Master Cleaning City of Mesquite Contract
2. 2020-027 Master Cleaning Renewal 2023

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



November 28, 2022

Mr. Huy Dang
Master Cleaning Supply, Inc.
2254 Royal Lane, Suite 200
Dallas, Texas 75229
huy@mastercleaningsupply.com

RE: Bid Renewal Option
Bid No.: 2020-027; Annual Supply of Janitorial Supplies
Contract Renewal Period: January 21, 2023 to January 20, 2024

Dear Mr. Dang:

Please allow this letter to serve as notice to proceed with renewal on the above-mentioned contract. The term is for a one-year period with an option to renew for four additional one-year periods. This is the third of four (4) one-year periods, renewable on the anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any questions, please contact me at 972.216.6392.

Sincerely,

Ryan Williams

Ryan Williams
Purchasing Manager



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

DATE: November 16, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with Cole Construction, Inc., for the Gerault Park Improvements project, in the amount of \$448,114.00; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On October 3, 2023, a total of five bids were received for the Gerault Park Improvements project. All five bids were verified and determined responsive. The responsive bids were tabulated and the lowest qualified bidder was determined to be Cole Construction, Inc with a base bid of \$408,172.00. Two bid alternate items were included and were both selected for the amount of \$39,942.00; the total award amount for the project is \$448,114.00.

BOARD REVIEW/CITIZEN FEEDBACK: This project was recommended by the Parks Board for inclusion on the FY 2021-22 5-Year CIP plan during the May 6, 2021 Parks Board meeting; was approved by the Community Development Corporation during the June 24, 2021 meeting; and was adopted as part of the FY 2021-22 Town Budget by Town Council on September 20, 2021.

ALTERNATIVES: N/A

FISCAL IMPACT: \$448,114.00

Proposed Expenditure/(Revenue)
\$448,114.00

Account Number(s):
317-110-90832-6210

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

ATTACHMENTS:

1. Construction Agreement
2. Bid Tab
3. Form 1295

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

TOWN OF FLOWER MOUND
GERAULT PARK IMPROVEMENTS

Bid # 2024-3-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 16th day of November 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and Cole Construction, Inc., a Corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

GERAULT PARK IMPROVEMENTS,
Bid # 2024-3-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;
- E. Supplementary Conditions;

- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed

Four Hundred Forty-Eight One Hundred Fourteen Dollars and Zero cents (\$448,114.00) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred and Twenty (120) calendar days, and final completion of One Hundred and Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverage’s required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety’s name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must

obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of

Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure

both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time

are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO

PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 16th day of November, 2023.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

(Signature)

(Printed Name)

(Position)

(TOWN SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



**Town of Flower Mound
Bid Tab Verified**

Bid No: 2024-3-B – Gerault Park Improvements Project

Bid Opening: 10/3/2023 at 11:00 AM

Company	Total Base Bid	Alternate Bid Item	Total Base Bid w/Bid Alternate Items
Cole Construction Inc	\$ 408,172.00	\$ 39,942.00	\$ 448,114.00
RLM Earthco, Inc	\$ 429,676.40	\$ 107,791.00	\$ 537,467.40
C. Green Scaping LP	\$ 498,336.80	\$ 93,010.00	\$ 591,346.80
The FAIN Group Inc	\$ 780,873.45	\$ 23,494.43	\$ 804,367.88
T.F. Harper & Associates LP	\$ 556,366.26	\$ 105,245.74	\$ 661,612.00

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: October 3, 2023



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

DATE: November 16, 2023
FROM: Brennon Peltier, Park Development Manager
ITEM: **Consider approval of a Construction Agreement with 2L Construction, LLC, for the Tealwood Oaks Park Improvements project, in the amount of \$491,706.00; and authorization for the Mayor to execute the same on behalf of the Town.**

BACKGROUND: On September 19, 2023, a total of seven bids were received for the Tealwood Oaks Park Improvements project. Of the seven bids received, five bids were verified and determined responsive. The responsive bids were tabulated and the lowest qualified responsive bidder was determined to be 2L Construction, LLC with a base bid of \$448,985.00. A single bid alternate item was included and selected in the amount of \$42,748.00; the total award amount for the project is \$491,706.00

BOARD REVIEW/CITIZEN FEEDBACK: This project was recommended by the Parks Board for inclusion on the FY 2021-22 5-Year CIP plan during the May 6, 2021 Parks Board meeting; was approved by the Community Development Corporation during the June 24, 2021 meeting; and was adopted as part of the FY 2021-22 Town Budget by Town Council on September 20, 2021.

ALTERNATIVES: N/A

FISCAL IMPACT: \$491,706.00

Proposed Expenditure/(Revenue)
\$491,706.00

Account Number(s):
317-110-90650-6210

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

ATTACHMENTS:

1. Construction Agreement
2. Bid Tab
3. Form 1295

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

TOWN OF FLOWER MOUND
TEALWOOD OAKS PARK IMPROVEMENT PROJECT

Bid # 2024-5-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 16th day of November, 2023, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and 2L Construction, LLC a Limited Liability Corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

TEALWOOD OAKS PARK IMPROVEMENT PROJECT,
Bid # 2024-5-B

in the Town of Flower Mound, Texas, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her, or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools, and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town or its consultant hereinafter called “Engineer”, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions, and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. The Construction Agreement;
- B. Properly executed Change Orders and Field Orders in writing and executed by the Town, the last in time being first in precedence;
- C. Any listed and numbered addenda;
- D. Special Provisions;

- E. Supplementary Conditions;
- F. Construction Drawings or Plans;
- G. Technical Specifications;
- H. Town's Standard Construction Details;
- I. The most current edition of the *Town of Flower Mound Design Criteria and Construction Standards* (by reference);
- J. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- K. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- L. The General Conditions;
- M. *Public Works Construction Standards - North Central Texas, as amended* (by reference);
- N. Notice to Bidders;
- O. Instructions to Bidders;
- P. The Town's written notice to proceed to Contractor;
- Q. The Contractor's Bid Proposal;
- R. The Performance Bond, Payment Bond and Maintenance Bond; and
- S. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided; however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Four Hundred Ninety-One Seven Hundred Six Dollars and Zero cents (\$ 491,706.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Twenty (120) calendar days, and final completion of One Hundred Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for, and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Flower Mound. Contractor shall provide the Town Purchasing Manager with certificates of insurance indicating coverages required by the Contract Documents. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificate of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment, and maintenance bonds shall be issued on the forms attached to this Construction Agreement. Other performance, payment, and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department

Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Town shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Town based on the Town's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Town:

1. copies of documents reasonably necessary to aid the Town in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Town releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress

payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Town shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000.00	15%
\$25,000.00 to \$400,000.00	10%
Over \$400,000.00	5%

Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Town may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Town may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Town in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Town may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Town may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Town is entitled to indemnification from Contractor under the Contract Documents. Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work.

If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Town's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Town's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Town may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Town copies of all documents that the Town determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Town has satisfied its obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Town shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS, OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Town elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Town for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Forty and Zero/One Hundredths Dollars (\$240.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Flower Mound Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Town may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Town shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

If the Town determines that a hazard exists because of defective materials and workmanship, then the Town may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is

to ensure that Work performed during the warranty period is performed with required insurance and the maintenance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Town may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment, and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within fifteen (15) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided; however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Town delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

1. the Contractor timely delivers to the Town all bonds and insurance documents; and
2. the Town retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST THE TOWN, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWN BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWN DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

Contractor stipulates that the Town is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Town does not waive any of its immunities from suit and/or liability, except as otherwise expressly and specifically provided herein or as specifically provided by law.

Payments under this Contract are due and payable in accordance with the provisions of Texas Government Code Section 2251.022. Interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Contractor and any subcontractor shall pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of this Agreement. The Town has determined the general prevailing rate of per diem wages in the locality in which the public work is to be constructed by using the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as applicable to this Project. Contractor or a subcontractor who violates this provision shall be liable for the penalty specified in Texas Government Code Section 2258.023, which as of the date of this Agreement is \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. Town reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors to verify payments made to same. However, no Claim for additional compensation shall be considered by Town because of payments of wage rates in excess of the applicable rate provided herein.

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

The Contractor represents and warrants the following to the Town (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Town to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Town, should any portion of the Construction Agreement be disputed, the Town and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Town and Contractor and shall inure to their benefit as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Mayor or Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Mayor or Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

IN WITNESS WHEREOF, the Town and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in two copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the 16th day of November, 2023.

TOWN OF FLOWER MOUND

CONTRACTOR

Derek France, MAYOR

_____ (Signature)

_____ (Printed Name)

_____ (Position)

(TOWN SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____ (Signature)

_____ (Position)



**Town of Flower Mound
Bid Tab Verified**

Bid No: 2024-5-B – Tealwood Oaks Park Improvement Project

Bid Opening: 9/19/2023 at 11:00 AM

Company	Total Base Bid	Alternate Bid Item	Total Base Bid w/Alternate Bid Item
2L Construction LLC	\$ 448,958.00	\$ 42,748.00	\$ 491,706.00
C. Green Scaping LP	\$ 483,718.80	\$ 75,220.00	\$ 558,938.80
Northstar Construction LLC	\$ 494,333.00	\$ 60,700.00	\$ 555,033.00
Ratliff Hardscape	\$ 476,588.50	\$ 37,940.00	\$ 514,528.50
A&C Construction Inc	\$ 594,300.00	\$ 59,900.00	\$ 654,200.00

******All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Sabrina Zadow
Purchasing Manager
Town of Flower Mound, Texas

Date: September 19, 2023



TOWN COUNCIL AGENDA F.1. REGULAR ITEMS

DATE: November 16, 2023

FROM: Theresa Scott, Town Secretary

ITEM: **Discuss and consider proposed Charter amendments as presented by the Charter Review Commission (final report)**

BACKGROUND: The [Town Charter](#) is required to be reviewed every 5 years. On August 7, Town Council approved Resolution No. 17-23 (attached) that outlined a charge for a Charter Review Commission (CRC), and appointed the following individuals to serve:

Steve Dixon, Chair

Mike Wallace

Ann Martin

Sandeep Sharma

Greg Wilson

Rick Lust

The CRC met on 8/31, 9/13, 10/4 (6 pm), and 10/10 (12 noon), with a public input session on 11/8 (5 - 6 pm). All meetings were open to the public and included a public comment opportunity.

The purpose of this item is for the CRC Chair to present their six (6) Charter amendment recommendations. The Town Council has the option to accept as presented, modify, propose new amendments, or take no action.

If there is Council consensus for amendments to come forward for voter consideration, those amendments would be on the May 4, 2024 ballot. The deadline to call this election is February 16. Proposed amendments (as applicable), along with calling the election for Council candidates will come forward on the February 5 Council agenda.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: There is no requirement to make any amendments to the Town Charter.

FISCAL IMPACT: N/A

LEGAL REVIEW: The Town Attorney attended all CRC meetings, with the exception of the introductory meeting on 8/31.

ATTACHMENTS:

1. Resolution 17-23
2. CRC Minutes 10.10.23

DRAFT MOTION: Discuss and provide staff with direction.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. 17-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CREATING A CHARTER REVIEW COMMISSION; APPROVING A CHARGE FOR THE CHARTER REVIEW COMMISSION; PROVIDING THAT THE TOWN COUNCIL SHALL APPOINT MEMBERS TO THE CHARTER REVIEW COMMISSION; MAKING FINDINGS RELATIVE THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Charter serves as the governing document for the actions of the Town Council and staff, establishes a structure and sets boundaries for the Town, and creates the basic guidelines and principles under which the Town operates; and

WHEREAS, it is the desire of the Town Council to review the Town Charter to ensure public interest is maintained; and

WHEREAS, Section 11.19 of the Charter authorizes the Town Council to appoint a Charter Review Commission composed of at least five qualified voters of the Town; and

WHEREAS, it is the intent of the Town Council to appoint a Charter Review Commission that will serve in an advisory capacity and will undertake a review of the Town Charter.

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

SECTION 1

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

SECTION 2

The Town Council hereby creates a Charter Review Commission ("Commission") and, the Charter Review Commission is charged as follows:

1. Review the Charter for any content that hinders efficiency in Town operations
2. Ensure the Charter does not contain language that is in conflict with state law
3. Revisit items previously considered by prior Charter Review Commissions
4. Rank proposed ballot recommendations in order of importance when presented to Council

Items listed above are not necessarily in order by priority or preference.

RESOLUTION NO. 17-23

SECTION 3

The Town Council shall appoint interested individuals who are qualified voters of the Town to serve on the Commission and the mayor's selection shall serve as the chair of said Commission, and a voting member. All members shall serve without compensation and at the will of the Town Council.

The following individuals are appointed to serve as members:

1. Steve Dixon, Chair and voting member
2. Mike Wallace
3. Ann Martin
4. Sandeep Sharma
5. Greg Wilson
6. Rick Lust

SECTION 4

This Resolution shall take effect immediately from and after its date of passage.

PASSED, APPROVED, AND ADOPTED THIS 7TH DAY OF AUGUST, 2023

APPROVED:



Derek France, Mayor

ATTEST:



Theresa Scott, Town Secretary

Charter Review Commission



October 10, 2023
Town Hall
Large Conference Rm #124
2121 Cross Timbers Road
Flower Mound, TX 75028

12:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Chair Dixon called the meeting to order at 12:00 p.m. with the following members present:

Steve Dixon, Chair

Rick Lust

Ann Martin

Greg Wilson

Mike Wallace

Sandeep Sharma

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

Theresa Scott, Town Secretary

Bryn Meredith, Town Attorney

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the commission regarding any item on this agenda or provide general comments regarding the Town's Charter as it relates to the Commission's charges, duties and responsibilities. Speakers are limited to three minutes. Time limits may be adjusted by the Chairperson.

No one spoke.

C. MINUTES

1. Consider approval of minutes from the 10/4/23 meeting.
All were in favor of the minutes as presented.

D. DISCUSS AND CONSIDER RECOMMENDATIONS FOR THE FOLLOWING PROPOSED CHARTER AMENDMENTS OR POLICY MATTERS

There was discussion and consideration on all of the items listed below and action was taken as follows:

1. Administration - 4.02 (Town Manager)

Description	CRC General Consensus (Concept Only)

Requirement: Town Mgr. need not be a resident when appointed, but become a resident in a not to exceed 6 months time frame.	Add language that authorizes a 1-year extension by Council
---	--

2. Administration - 3.07(w) (Powers of the Council)

Cause captions of ordinances to be published in the newspaper.	Remove the requirement that ordinance captions be published in the newspaper.
--	---

3. Council - 3.03.1 (d) - Vacancies

Reference to 2 year terms	Clean up item
---------------------------	---------------

4. Council - 3.05 (Mayor)

Mayor authorization for TM to sign contracts not to exceed \$15,000.	Change to \$50,000
--	--------------------

5. Development - 8.02

Cooperation with persons regarding development...	Strike the 1st sentence - The TC shall cooperate with persons interested in the development of...
---	---

6. Election - 7.17

Election required for certain PPP	Replace election required for certain PPP to Super Majority of the Town Council...
-----------------------------------	--

7. Finance - 9.10 (Budget)

Copy of the budget filed with Denton County	Needs to include Tarrant County.
---	----------------------------------

8. Finance - 9.14 (Transfer of Appropriations)

Council has the power to transfer funds between departments	Shift this power to the Town Manager (if can wordsmith for clarity)
---	---

9. Economic Development

a) Tax Increment Reinvestment Zone (TIRZ)	Require a simple majority vote for the creation of a TIRZ, and a super-majority vote for the final approval
---	---

	of the associated agreement.
b) Economic Development Incentives	The Town shall not grant any economic development incentives (i.e. abatement, deferrals, reimbursements) without a super-majority vote of the Town Council.

POLICY/OTHER RECOMMENDATION

1. Election - 7.16 (Election required for MUD or PID)

Recommend Council adopt a policy that developers be responsible for election costs related to the creation of a MUD or PID.

2. For property taxes, recommend Council address the topic of high property taxes at a future strategic planning meeting to make sure there are checks and balances in place to protect the taxpayer, particularly as it relates to over 65 or disabled exemptions.

1. For the Town Charter, Section 4.02 (Town Manager), Ann Martin moved to recommend a Charter amendment to incorporate language that authorizes a 1-year extension by the Town Council to extend the not to exceed 6 months time frame for the Town Manager to establish residency. Sandeep Sharma seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin

NAYS: None

2. For the Town Charter, Section 3.07 (w)(Powers of the Council), Ann Martin moved to recommend a Charter amendment that would remove the requirement that ordinance captions be published in the newspaper (and with the understanding these same captions will be included on the Town's website, in the Town Council minutes, and the Town's Code Book (as applicable). Sandeep Sharma seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin

NAYS: None

3. For the Town Charter, Section 3.03.1 (d)(Vacancies), Ann Martin moved to recommend a Charter amendment that would remove all references to 2-year terms (since no longer applicable). Rick Lust seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin

NAYS: None

4. For the Town Charter, Section 3.05 (Mayor), Ann Martin moved to recommend a Charter amendment that would change the Mayor authorization for the Town Manager to sign contracts from a not to exceed \$15,000 to \$50,000. Mike Wallace seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

5. For the Town Charter, Section 8.02 (Development), Ann Martin moved to recommend a Charter amendment that would substitute language from "The Town Council shall cooperate with persons interested in the development of property within or beyond the town limits" to "The Town Council shall give due consideration to persons interested in the development of property". Rick Lust seconded the motion.

AYES: Lust, Martin

NAYS: Dixon, Sharma, Wilson, Wallace, Lust

6a. For the Town Charter, Section 7.17 (Election Required for Certain Public-Private Partnerships), Sandeep Sharma moved to recommend no action be taken. Greg Wilson seconded the motion.

AYES: Sharma, Wilson, Wallace, Lust

NAYS: Dixon, Martin

6b. For the Town Charter, Section 7.17 (Election Required for Certain Public-Private Partnerships), Ann Martin moved to recommend a Charter amendment that all language related to calling an election for Public-Private Partnerships be removed and replaced with language that would require Town Council approval by an affirmative vote of at least three fourths super-majority vote of all members of the Town Council. Steve Dixon seconded the motion.

AYES: Dixon, Martin

NAYS: Sharma, Wilson, Wallace, Lust

7. For the Town Charter, Section 9.10, Sandeep Sharma moved to recommend a Charter amendment to add Tarrant County as an entity to receive a copy of the Town budget. Greg Wilson seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin

NAYS: None

8. For the Town Charter, Section 9.14 (Transfer of Appropriations), Rick Lust moved to recommend no action be taken. Sandeep Sharma seconded the motion.

AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin

NAYS: None

9a. For the Town Charter, Rick Lust moved to recommend a Charter amendment to add language that a super-majority vote of the Town Council be required for final approval of a new, revised, or modified Tax Increment Reinvestment Zone (TIRZ) agreement, as well as for any expansion of the boundaries of an existing TIRZ. Sandeep Sharma seconded the motion.

AYES: Dixon, Sharma, Lust

NAYS: Wilson, Wallace, Martin

9b. For the Town Charter, Greg Wilson moved to recommend a Charter amendment to add language that a super-majority vote of the Town Council be

required for the creation, final approval of a new, revised, or modified Tax Increment Reinvestment Zone (TIRZ) agreement, as well as for any expansion of the boundaries of an existing TIRZ. Sandeep Sharma seconded the motion.
AYES: Sharma, Wilson, Wallace, Lust
NAYS: Dixon, Martin

9c. For the Town Charter, Ann Martin moved to recommend no action be taken to amend the Charter to add language as it relates to a Tax Increment Reinvestment Zone. Mike Wallace seconded the motion.
AYES: Wallace, Martin
NAYS: Dixon, Sharma, Wilson, Lust

10a. For the Town Charter, Mike Wallace moved to recommend no action be taken to amend the Charter to require a super-majority vote for any economic development incentives, abatements, deferrals, or reimbursements. Ann Martin seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Martin
NAYS: Lust

10b. For the Town Charter, Rick Lust moved to recommend a Charter amendment that would require an affirmative vote of at least three-fourths super-majority vote of all members of the Town Council, for any economic development incentives, abatements, deferrals, or reimbursements. No one seconded the motion.
Motion failed for lack of a second.

11. Ann Martin moved to recommend the Town Council adopt a policy that would make developers be responsible for election costs related to the creation of a MUD or PID. Greg Wilson seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

12. Sandeep Sharma moved to recommend the Town Council discuss the topic of high property taxes at a future strategic planning session to ensure that checks and balances are in place to protect taxpayers, especially as it relates to those 65 and over or disabled. Ann Martin seconded the motion.
AYES: Dixon, Sharma, Wilson, Wallace, Lust, Martin
NAYS: None

E. COORDINATION OF CALENDARS

1. Next meeting: November 8, 5pm - Public Hearing. Discuss public hearing format would like to use at this meeting.
Chair Dixon confirmed that the next CRC meeting will be the public input opportunity on November 8, 5 - 6 pm

F. ADJOURN

Chair Dixon adjourned the meeting at 1:10 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, CHAIR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA F.2. REGULAR ITEMS

DATE: November 16, 2023

FROM: Chuck Russell, Principal Planner

ITEM: **Consider a request for a Site Plan (SP23-0005 – The Village Church Expansion) to expand an existing church, with an exception to the Architectural Standards of the Town's Urban Design Plan for meritorious design, a request for additional height pursuant to Section 98-1031(d) Additional height, of the Code of Ordinances and a request for a deviation to the required parking standards pursuant to Section 82-73 of the Code of Ordinances. The property is generally located south of Justin Road and east of Morriss Road. (The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.)**

BACKGROUND:

- Lot Size – 14.6 acres
- Zoning – Planned Development No. 19 (PD-19) with certain Commercial District-2 (C-2) uses
- Building size – Current Building: 61,572 square foot church building
 - Phase 1: Removal of existing retail building. Construction of three-story, 52,507 square foot parking garage with 447 parking spaces. Removal of 170 surface parking spaces. Construction of 35 surface spaces.
 - Phase 2: Construction of 16,494 square foot church addition. Removal of 214 existing spaces and addition of 110 surface parking spaces.
- SMARTGrowth – Passed
- Traffic Analysis – Passed, new TA not required
 - Exceptions, Deviations, and Waivers –
 - Urban Design Plan: request to allow 62% doors and windows on the north elevation.
 - Building Height – Request to allow height to be 12 feet above the maximum height for a total of 47-feet. (This was approved by P&Z at the November 13, 2023, meeting.)
 - Parking deviation – Request for excess parking above allowable 30% deviation. A parking study detailing the increased demand is included with the P&Z Staff Report.
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its November 13, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

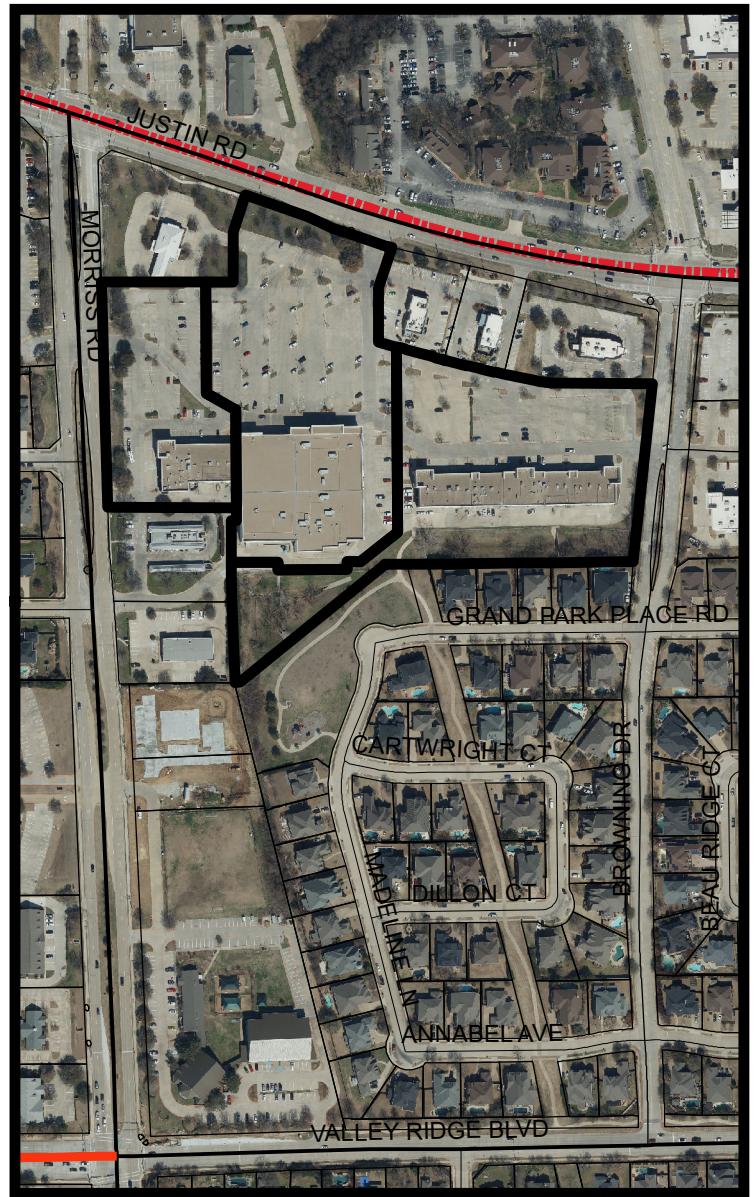
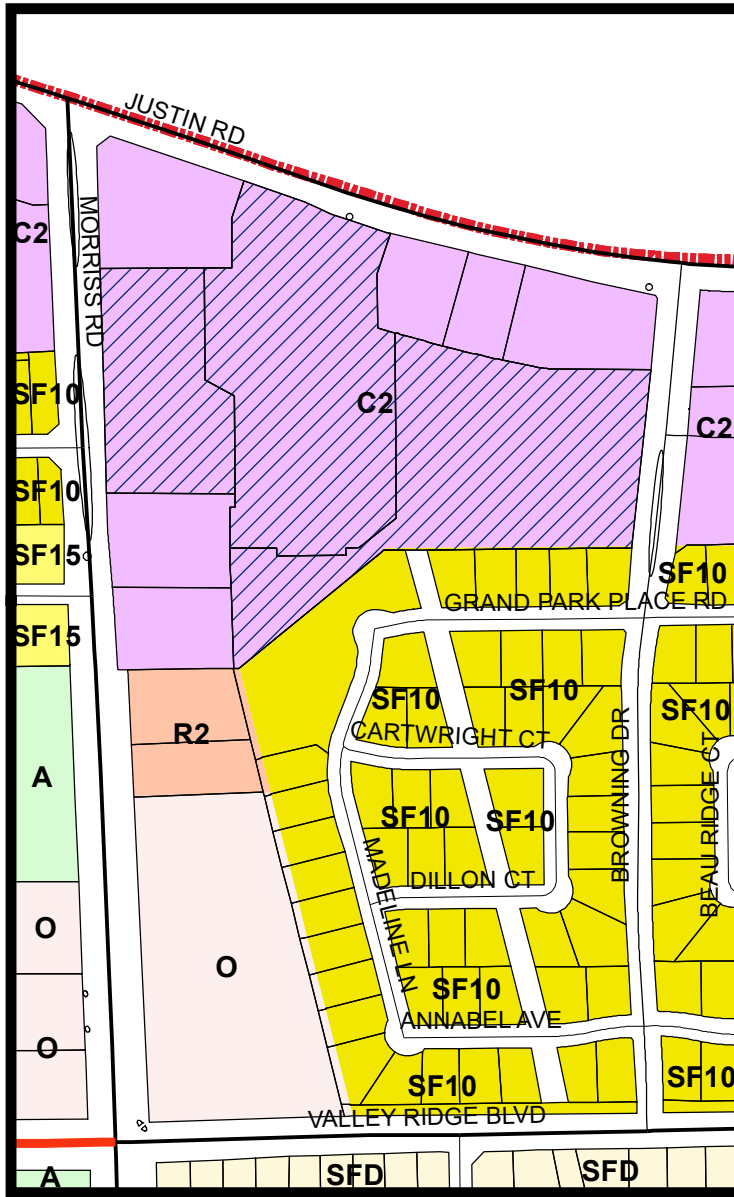
ATTACHMENTS:

1. Map - Zoning & Aerial

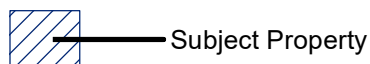
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SP23-0005 - The Village Church

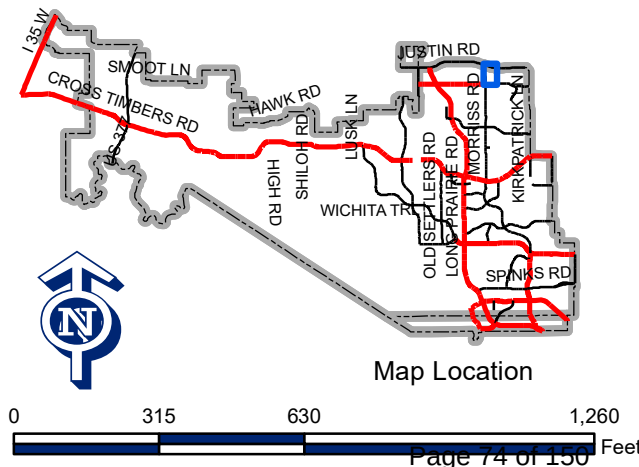


LEGEND



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.



Map Location



TOWN COUNCIL AGENDA F.3. REGULAR ITEMS

DATE: November 16, 2023
FROM: Chuck Russell, Principal Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 488 (SUP23-0006 – Morriss Road Assembly Hall) to permit an assembly hall use. The property is generally located west of Morriss Road and south of Littlejohn Court. (The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting.)**

BACKGROUND:

- Size – 0.941 acres
- Zoning – Planned Development District-84 (PD-84) for Retail District-2 (R-2) uses
- Proposed use – Assembly Hall
- SMARTGrowth – N/A
- Traffic Analysis – N/A, review not triggered
- Exceptions: N/A
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

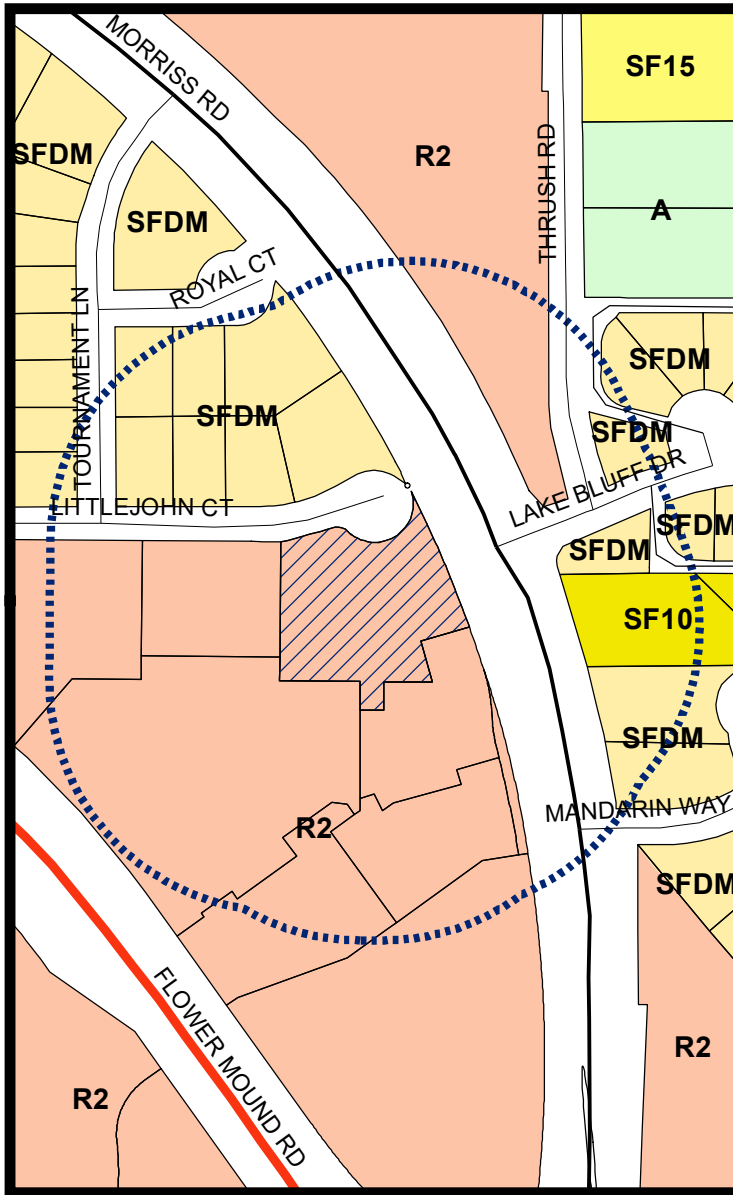
ATTACHMENTS:

1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibits

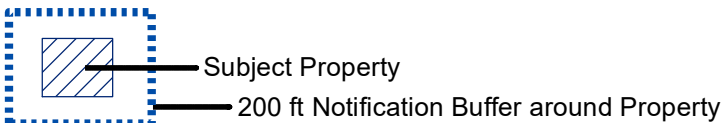
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SUP23-0006: Morriss Road Assembly Hall

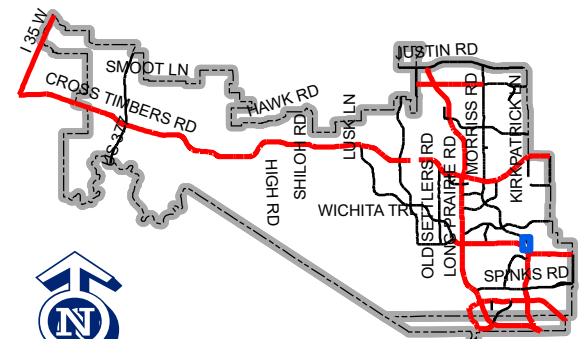


LEGEND

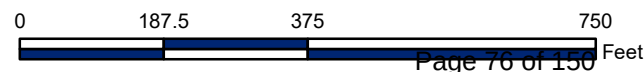


Visit www.fmdevmap.com to learn more about this project.

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



Map Location



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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 488 (SUP-488) FOR AN ASSEMBLY HALL USE ON CERTAIN PROPERTY DESCRIBED AS APPROXIMATELY 0.94 ACRES OF LAND AND BEING ALL OF LOT 6, BLOCK 1 OF THE MORRISS COMMONS ADDITION, COMMONLY KNOWN AS 2041 MORRISS ROAD, AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 84 (PD-84) FOR R-2 RETAIL DISTRICT-2 USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 0.94 acres of land and being all of Lot 6, Block 1 of the Morriss Commons Addition, Denton County, Texas, commonly known as 2041 Morriss Road, has filed an application for a Specific Use Permit to allow an assembly hall use; and,

WHEREAS, due to parking capacity constraints created by a shared parking agreement between occupants of buildings located within Planned Development District No. 84 (PD-84), the Town Council finds it appropriate to impose varying limitations on the maximum attendee capacity for the assembly hall use depending on the time of day and day of the week; and

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on November 13, 2023, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 16, 2023, with respect to the Specific Use Permit described herein; and,

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

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

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

SECTION 1

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

Approximately 0.94 acres of land, being all of Lot 6, Block 1 of the Morriss Commons Addition, Denton County, Texas, commonly known as 2041 Morriss Road, and zoned Planned Development District No. 84 (PD-84) with R-2 Retail District-2 uses.

The property shall remain in the Planned Development District No. 84 (PD-84) zoning district with R-2 Retail District-2 uses and Specific Use Permit No. 488 (SUP-488) is hereby approved to allow an assembly hall use as more fully described in the exhibit attached hereto and incorporated herein, subject to the following conditions:

1. Specific Use Permit No. 488 (SUP-488) is limited to 2,007 square feet within Building D located in Lot 6, Block 1 of the Morris Commons Addition.
2. The maximum attendee capacity is 30 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.
3. The maximum attendee capacity is 75 between the hours of 6:00 pm. and 9:00 p.m. on Monday through Friday, and between the hours of 9:00 a.m. and 9:00 p.m. on Saturday and Sunday.
4. All activities related to the subject assembly hall use must remain indoors.

SECTION 2

The Conceptual Site Plan of the proposed assembly hall use, attached hereto as Exhibit "A" and incorporated herein for all purposes allowed by law, is hereby approved as the Conceptual Site Plan for Specific Use Permit No. 488 (SUP-488).

SECTION 3

The official map of the Town is amended and the Director of Planning Services is directed to revise the official zoning map to reflect the approved Specific Use Permit No. 488 (SUP-488), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein, as well as all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town, including the regulations contained in Ordinance Nos. 31-05 and 18-20 for Planned Development District No. 84 (PD-84).

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. 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 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 as required by Section 3.07 of the Charter of the Town.

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16TH DAY OF NOVEMBER, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

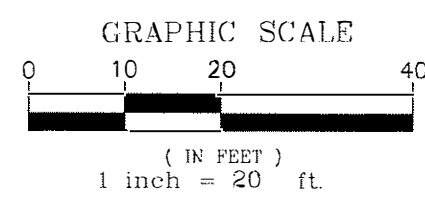
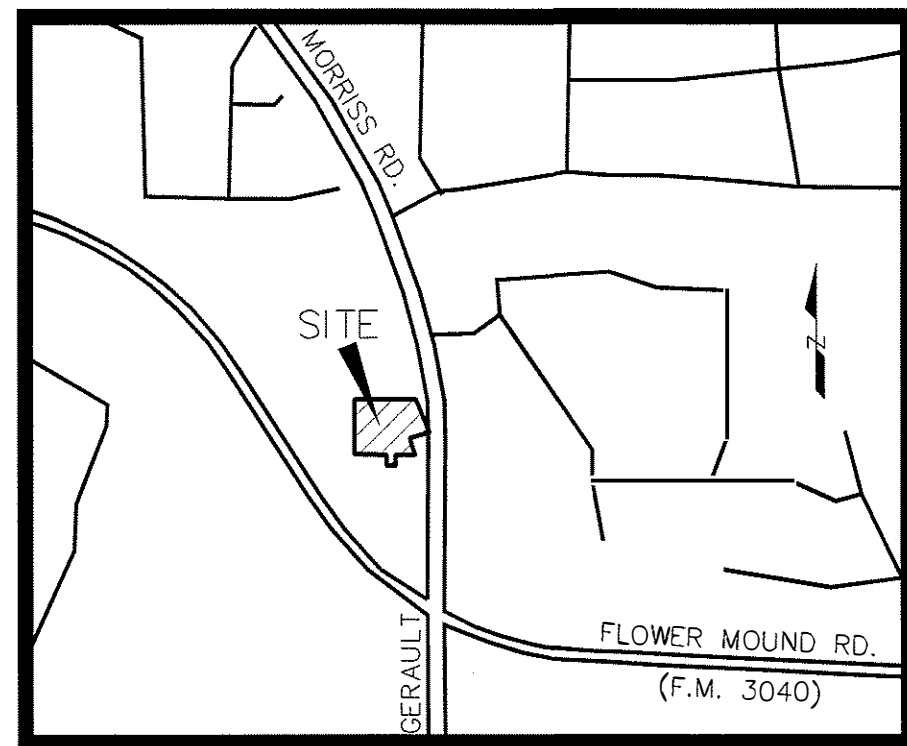
Theresa Scott, TOWN SECRETARY

EXHIBIT A

The Following Plat/Graphic
Case Number ASP20-0037
Was Administratively Approved
On Date May 22, 2020

SHERWOOD ESTATES III
CAB. I, PG. 239
P.R.D.C.T.

MASTER PLAN FEATURES	
LAND USE PLAN	SPECIFIC PLAN AREA 9
SPECIFIC PLAN	SPECIFIC PLAN AREA 9 WITH RETAIL USES
URBAN DESIGN PLAN	LONG PRAIRIE DISTRICT
THOROUGHFARE PLAN	FLOWER MOUND ROAD - MAJOR ARTERIAL
WATER PLAN	8" INTERNAL LOOP
WASTEWATER PLAN	LONG PRAIRIE DISTRICT, 8" TO SERVE SITE & S.W. CORNER OF SITE



SITE DATA TABLE

Physical Address	MORRISS ROAD	
Gross Site Area	0.914 Acreage & 39,822 S.F.	
Net Site Area	0.914 Acreage & 39,822 S.F.	
Zoning	Retail - 2(R-2) within PD-84	
Current use	Vacant	
Lot Coverage Data:		
Building Coverage	20.4% / 8,125 S.F.	
Impervious Area	65.45% / 26,064 S.F.	
Pervious Area	34.55% / 13,758 S.F.	
Parking Summary	Required	Provided
Surface Parking		
Office (3,125 S.F.)	11	12
Retail	0	0
Medical (5,000 S.F.)	20	21
Total Parking	31	33
Building Data		
Building	1-Story	
Peak Height	30' - 1"	
Mean Height	21'	
Total Square Footage	8,125 S.F.	

NOTES

1. SURVEY PREPARED BY NEEL - SCHAFER INC., DATED FEBRUARY 2019
2. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, FACE OF CURB, FACE OF BUILDING, UNLESS OTHERWISE NOTED.
3. ALL RADII NOT LISTED ARE 2' FACE OF CURB.
4. SEE CIVIL PLANS FOR SITE DESIGN.
5. SEE LANDSCAPE PLANS FOR SITE LANDSCAPING.
6. ACCORDING TO FEMA FIRM 48121C0545, DATED 4/02/1997 THE PROPERTY IS IN ZONE X.

CITY NOTES:

1. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING. OR ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT.
7. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
8. RETAINING WALLS 4.0' IN HEIGHT OR GREATER, INCLUDING FOOTINGS, WILL REQUIRE A SEPARATE BUILDING PERMIT THROUGH THE BUILDING DEPARTMENT.

- △ PARKING ADJUSTMENT. REMOVE 4 SPACES. ADDED 2 SPACES.
- △ MOVE FIRE DBL CHK LOST ON PKG SPACE

OWNER
SHIVAM KRIPA LLC
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033
CONTACT: SRI CHALUVADI
214-865-8097 TELE

ENGINEER/APPLICANT
VASQUEZ ENGINEERING, LLC
JUAN J. VASQUEZ, P.E.
1919 S. SHILOH ROAD
SUITE 440, LB 44
GARLAND, TEXAS 75042
972-278-2948 TELE
972-271-1383 FAX

SITE PLAN
LOT 6, BLOCK 1
MORRIS COMMONS ADDITION
0.941 ACRES
CITY OF FLOWER MOUND,
COLLIN COUNTY, TEXAS
MAY 18, 2020

Scale: 1" = 20'
Designed by: JUV
Drawn by: JUV
Checked by: JUV
603-06046-SP1-SITE PLAN
05/18/2020
SHEET
SP1

OWNER

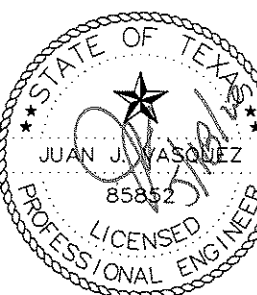
SHIVAM KRIPA, LLC
4433 PUNJAB WAY
SUITE 301
FRISCO, TEXAS 75033

SITE PLAN

MORRIS FLOWER OFFICES
LOT 6, BLOCK 1
THE TOWN OF FLOWER MOUND
FLOWER MOUND, DENTON COUNTY TEXAS

APP.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUAN J. VASQUEZ, P.E. 8552, ON 05/18/2020



DATE

TX Registration # F-12266



TOWN COUNCIL AGENDA F.4. REGULAR ITEMS

DATE: November 16, 2023

FROM: Poornima Kashyap, Planning Manager

ITEM: **Public Hearing to consider an ordinance for amending the zoning (CON23-0001 – FM 1171 Conservation Development) from Interim Holding (IH) and Agricultural (A) uses to Planned Development District No. 196 (PD-196) with Agricultural (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of U.S. Hwy 377. (The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting with a condition.)**

BACKGROUND:

- Development Size – 148 acres
- Proposed Zoning – Planned Development No. 196 with Agricultural uses for Conservation Development
- Proposed Lots – 74 Buildable Lots for a density of one unit per 2 acres (minimum lot size is .75 acres and approximately 37% of all lots are greater than one-acre)
- Open Space – Meets minimum 45% open space
- SMARTGrowth – Passed
- Traffic Analysis – Passed
- Modifications – Certain dimensional regulations, allow encroachment into the 200-foot scenic corridor buffer, and conservation development sign standards
- Exceptions – Topographical Slope
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission moved to recommend approval by a vote of 6 to 0 at its November 13, 2023, meeting with the following condition:

1. The height of any retaining walls shall not exceed eight (8) feet in height unless an exception is granted at the time of subdivision site plan.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

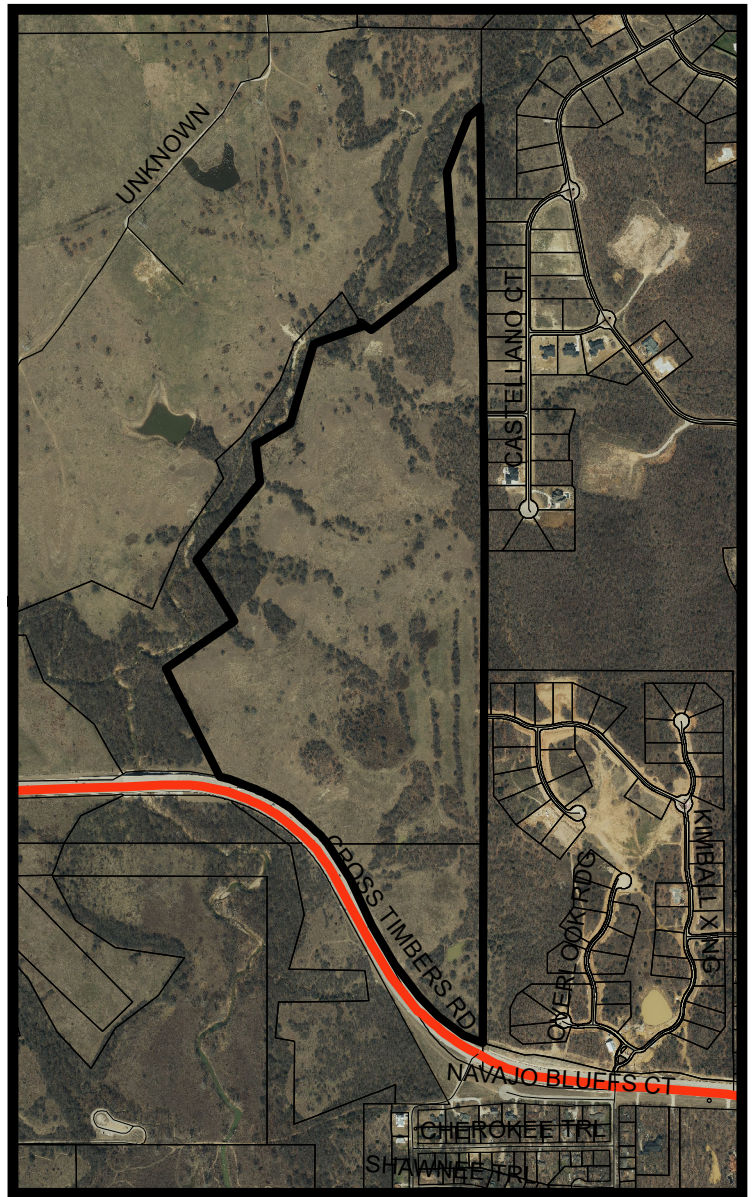
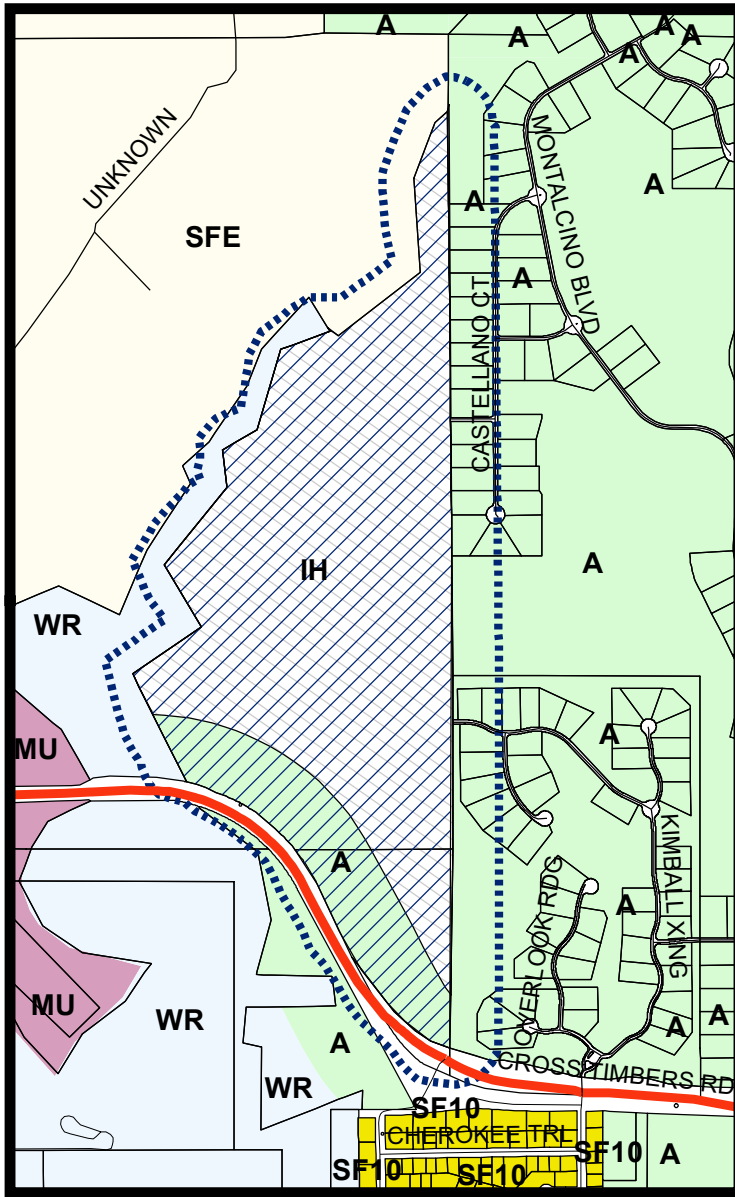
ATTACHMENTS:

1. Map - Zoning & Aerial
2. DRAFT Ordinance
3. DRAFT Exhibits

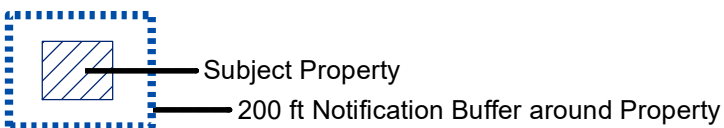
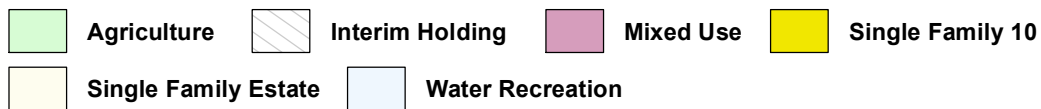
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

CON23-0001 - FM1171 Conservation Development

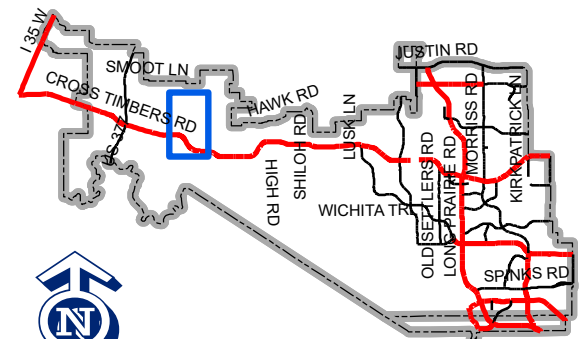


LEGEND



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.



Map Location

0 900 1,800 3,600 Feet

TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 148.008 ACRES OF LAND SITUATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD SURVEY, ABSTRACT NO. 187 AND THE JAMES C. MCGOWAN AND C.G. PITCOCK SURVEY, ABSTRACT NO. 959, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL USES AND IH INTERIM HOLDING USES TO PLANNED DEVELOPMENT DISTRICT-196 (PD-196) WITH A AGRICULTURAL USES FOR A CONSERVATION DEVELOPMENT IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas (the "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, 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 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas (the "Property"), as described more fully in the attached Exhibit "A," have filed an application to change the zoning from A Agricultural uses and IH Interim Holding uses to Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on November 13, 2023, and the Town Council of the Town held a public hearing on November 16, 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 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, as amended, are hereby amended on the hereinafter described property and area to establish a Planned Development District as shown below:

Approximately 148.008 acres of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract No. 187, and the James C. McGowan and C. G. Pitcock Survey, Abstract No. 959, Denton County, Texas, depicted in Exhibit "A," attached hereto.

Planned Development District-196 (PD-196) with A Agricultural uses for a Conservation Development.

SECTION 2

The Development Standards, Concept Plan, Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan of the proposed Planned Development District No. 196 (PD-196), attached hereto as Exhibits "B", "C," "D," "E," and "F," each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Concept Plan, Conceptual Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan for this Planned Development District No. 196 (PD-196).

SECTION 3

The official Zoning Map of the Town is hereby amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved Planned Development District No. 196 (PD-196), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits B, C, D, E and F attached hereto, as well

as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances, Town of Flower Mound, Texas. 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 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 as required by Section 3.07 of the Charter of the Town.

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 16TH DAY OF NOVEMBER, 2023.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A

EXHIBIT B

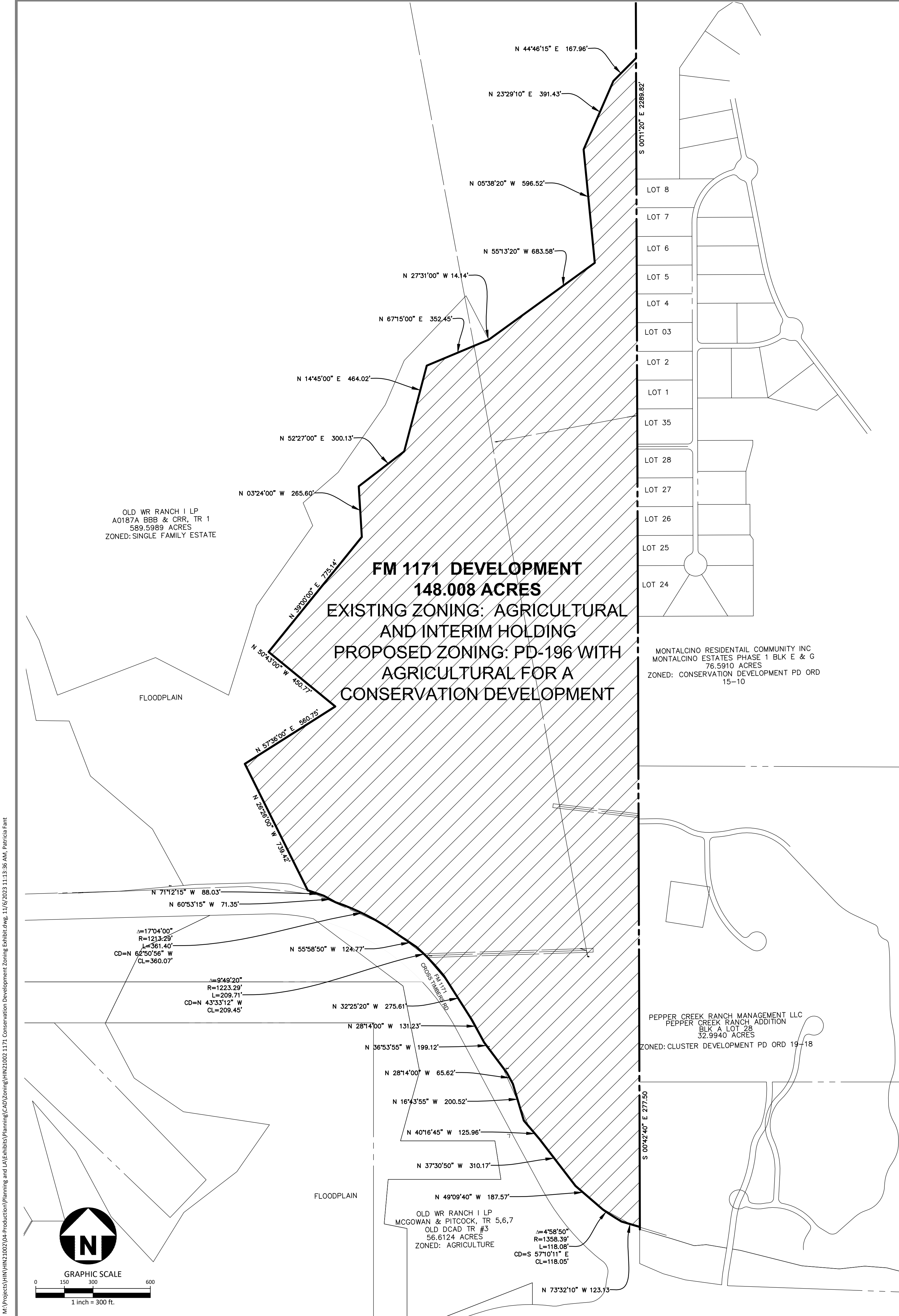
EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

M:\Projects\HIN\HIN21002\04-Production\Planning and IAC\Exhibits\Planning\CAD\Zoning\HIN21002 1171 Conservation Development Zoning Exhibit.dwg, 11/6/2023 11:13:36 AM, Patricia Fent



Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,670 sq. ft
Minimum Lot Width	200 ft	150 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft./20 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	12' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 — Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.

LEGAL DESCRIPTION
148.008 ACRES

BEING all that certain lot, tract or parcel of land situated in the Buffalo Bayou, Brazos and Colorado Railroad Survey, Abstract Number 187 and the James C. McGowan and C. G. Pitcock Survey, Abstract Number 959, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1,129.061 acre tract of land described as Tract "A" in deed in favor of Old WR Ranch I, L.P., recorded in Volume 4583, Page 569 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A) on the east line of said 1,129.601 acre tract, said point being the southwest corner of Lot 28X, Block A of Pepper Creek Ranch Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the Record Plat thereof recorded in Document Number 2019-370 of the Plat Records of Denton County, Texas, and being the most easterly northeast corner of that certain called 3.8116 acre tract of land described as Parcel 7 Part 2 in favor of Denton County, Texas, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, and being the northwest corner of that certain called 5.3352 acre tract of land described as Parcel 14 in deed in favor of Denton County, Texas, recorded in Document Number 2009-44892 of the Real Property Records of Denton County, Texas and being on the north line of F.M. 1171 as evidenced by said deeds to Denton County, Texas, from which the most southerly and easterly southeast corner of said 1,129.601 acre tract bears S 00°42'40" E, 210.5 feet;

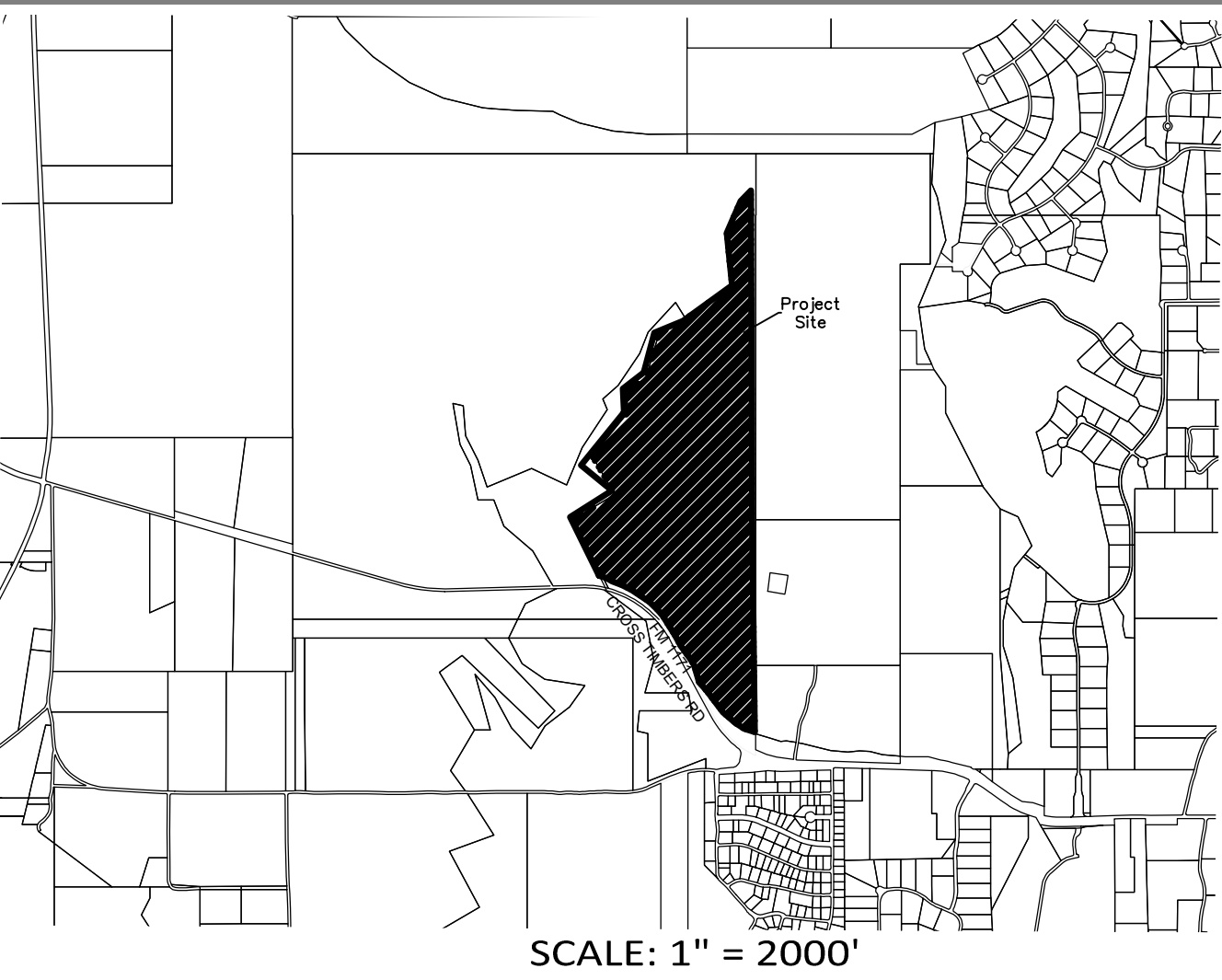
THENCE N 73°32'10" W, 123.13 feet with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found (TXDOT MON); THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the right having a radius of 1,358.39 feet, a central angle of 04°58'50" and an arc length of 118.08 feet whose chord bears N 57°10'11" W, 118.05 feet to a Texas Department of Transportation monument found; THENCE N 49°09'40" W, 187.57 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 37°30'50" W, 310.17 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 40°16'45" W, 125.96 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 16°43'55" W, 200.52 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 28°14'00" W, 65.62 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 36°53'55" W, 199.12 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 28°14'00" W, 131.23 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE N 32°25'20" W, 275.61 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a Texas Department of Transportation monument found; THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,223.29 feet, a central angle of 09°49'20" and an arc length of 209.71 feet whose chord bears N 43°33'12" W, 209.45 feet to a 1/2" capped rebar set (MCADAMS); THENCE N 55°58'50" W, 124.77 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" capped rebar set (MCADAMS); THENCE continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract with the arc of a non-tangent curve to the left having a radius of 1,213.29 feet, a central angle of 17°04'00" and an arc length of 361.40 feet whose chord bears N 62°50'56" W, 360.07 feet to a 1/2" rebar found;

THENCE N 60°53'15" W, 71.35 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to a 1/2" rebar found; THENCE N 71°12'15" W, 88.03 feet continuing with the north line of said F.M. 1171 and the north line of said 3.8116 acre tract to the most westerly northwest corner of said 3.8116 acre tract, being on the southerly line of that certain called 96.2 acre tract of land described as Parcel Number 1 in quitclaim deed in favor of R. L. Thornton and wife, Mary Metta Thornton recorded in Volume 468, Page 288 of the Deed Records of Denton County, Texas, from which a Texas Department of Transportation monument found for witness bears N 74°05' W, 0.9 feet; THENCE N 26°26'00" W, 739.42 feet with the southerly line of said 96.2 acre tract to United States Army Corps of Engineers concrete monument with brass cap stamped "E-165" found; THENCE N 57°36'00" E, 560.75 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-164" found; THENCE N 50°43'00" W, 450.77 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-163" found; THENCE N 39°00'00" E, 775.14 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-162" found; THENCE N 03°24'00" W, 265.60 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-161" found; THENCE N 52°27'00" E, 300.13 feet continuing with the southerly line of said 96.2 acre tract to a 1/2" capped rebar set (MCADAMS);

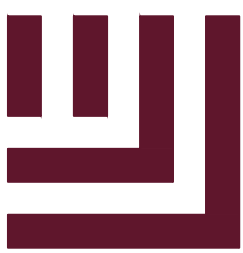
THENCE N 14°45'00" E, 464.02 feet continuing with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-159" found; THENCE N 67°15'00" E, 352.45 feet with the southerly line of said 96.2 acre tract to a United States Army Corps of Engineers concrete monument with brass cap stamped "E-158" found; THENCE N 27°31'00" W, 14.14 feet to a 1/2" capped rebar set (MCADAMS); THENCE N 55°13'20" E, 683.58 feet to a 1/2" capped rebar set (MCADAMS); THENCE N 05°38'20" W, 596.52 feet to a 1/2" capped rebar set (MCADAMS); THENCE N 23°29'10" E, 391.43 feet to a 1/2" capped rebar set (MCADAMS);

THENCE N 44°46'15" E, 167.96 feet to a 1/2" capped rebar set (MCADAMS) on the east line of said 1,129.061 acre tract, being on the west line of Lot 34X, Block G of Montalcino Estates, Phase 1, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2013-37 of the Plat Records of Denton County, Texas; THENCE S 00°11'20" E, with the east line of said 1129.061 acre tract and the west line of said Lot 34X, passing at 633.36 feet the most westerly northwest corner of Montalcino Estates, Phase 2, an addition to the Town of Flower Mound, Denton County, Texas, according to the record plat thereof recorded in Document Number 2018-355 of the Plat Records of Denton County, Texas, continuing with the west line thereof, passing at 2289.82 feet a 1/2" capped rebar found (G&A) at the southwest corner of Lot 24, Block E, of said Montalcino Estates, Phase 2, being the most westerly northwest corner of Lot 29X, Block E of said Montalcino Estates, Phase 1, continuing with the west line thereof a total distance of 3,706.68 feet to a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 29X, being the northwest corner of Lot 20X, Block B of the aforesaid Pepper Creek Ranch Addition;

THENCE S 00°42'40" E, with the east line of said 1,129.061 acre tract and the west line of said Lot 20X, passing at 277.50 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 20X, being the most westerly northwest corner of Lot 3X, Block D of said Pepper Creek Ranch Addition (being a private roadway known as Bloomington Parkway), continuing with the west line of said Lot 3X, passing at 303.5 feet a 1/2" capped rebar found (G&A) at the most westerly southwest corner of said Lot 3X, being the most westerly northwest corner of the aforementioned Lot 28X, Block A of said Pepper Creek Ranch Addition, continuing with the west line of said Lot 28X a total distance of 2,421.33 feet to the POINT OF BEGINNING and containing approximately 148.008 acres of land.



SCALE: 1" = 2000'



McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, SUITE 1600
DALLAS, TEXAS 75226

FM 1171 DEVELOPMENT

ZONING EXHIBIT
THE TOWN OF FLOWER MOUND,
TEXAS 75022

REVISIONS

NO. DATE DESCRIPTION

PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002 1171 CONSERVATION DEVELOPMENT ZONING EXHIBIT.DWG
CHECKED BY RR
DRAWN BY MRB
SCALE 300 SCALE
DATE 06/09/2023

SHEET

ZONING EXHIBIT

ZE 01

EXHIBIT "B"

DEVELOPMENT STANDARDS

Planned Development District - 196 (PD-196) FM 1171 Conservation Development

The development on the property comprising approximately 148 acres of land within the corporate limits of the Town of Flower Mound (the "Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-196 shall be in accordance with the Town's *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES:

The following uses shall be the only uses permitted in the Planned Development District (PD-196).

1. Permitted Uses. The following uses shall be permitted in PD-196, subject to compliance with all applicable conditions and provisions of the Town's Land Development Regulations, as amended:
 - a. Dwelling, single-family detached;
 - b. Accessory use, general, subject to Section 98-972;
 - c. Garage Sale, subject to Section 98-982;
 - d. Home occupation, subject to Section 98-984;
 - e. Model home;
 - f. Swimming pool, private; subject to Section 98-996;
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-196, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-196 subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":
 - a. Asphalt/concrete batch plant, temporary, subject to section 98-974
 - b. Building material yard; and
 - c. Field office, temporary
4. Accessory Uses shall be provided within Lot 23x, Block C as shown on the attached Concept Landscape Plan (Exhibit "D") and shall consist of the amenities listed below:
 - a. Shade Structure:
 - i. Size: 2,000 sq. ft. Maximum (each) and 500 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
 - b. Putting Green:
 - i. Size: 5,000 sq. ft. Maximum (each) and 1,000 sq. ft. Minimum (each).
 - ii. Number: Maximum of 2 and Minimum of 1.

- c. Playground:
 - i. Size: 6,000 sq. ft. Maximum (each) and 1,500 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
- d. Overlook:
 - i. Size: 1,000 sq. ft. Maximum (each) and 250 sq. ft. Minimum (each).
 - ii. Number: Maximum of 3 and Minimum of 1.
- e. Passive Seating Area:
 - i. Size: 500 sq. ft. Maximum (each) and 100 sq. ft. Minimum (each).
 - ii. Number: Maximum of 5 and Minimum of 1.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. PD-196 Residential Lot Standards:

- a. Minimum lot area per dwelling. The minimum lot area shall be 32,670 square feet, subject to section 98-1023;
- b. Minimum lot width. The minimum lot width, measured at the permitted building line, shall be 150 feet, subject to section 98-1024;
- c. Minimum front yard setback. The minimum front yard setback shall be 40 feet (40') subject to section 98-1026. The front yard building setback may increase to accommodate the minimum lot width on lots along curves and/or cul-de-sacs.
- d. Minimum side yard setback. The minimum side yard setback shall be 25 feet (25') except for Lot 5, Block A; Lot 9 and Lot 19, Block B; Lot 9, Block C; Lot 1, Lot 6, Lot 7, Lot 8, and Lot 9, Block D, shall be 20 feet (20'), subject to section 98-1027.
- e. Minimum rear yard setback. The minimum rear yard setback shall be 20 feet, subject to section 98-1028.
- f. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,100 square feet.
- g. Maximum lot coverage. The maximum lot coverage shall be 35 percent (35%) for all uses, subject to section 98-1029;
- h. Maximum height. The maximum height of all buildings and structures shall be three (3) stories or 35 feet (35') for all uses, subject to section 98-1031;

- 2. The dimensional and area regulations shall not apply to common areas or lots owned by the homeowner's association for FM 1171 Conservation Development ("HOA"). Any common areas or lots owned by the HOA and any structure(s) thereon shall conform to all relevant provisions of the Town's code of ordinances and land development regulations.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within PD-196.

- 1. There shall be a maximum density of one unit per two acres, which equates to 74 total residential lots.
- 2. A minimum of 25 percent of the lots must be at least one acre or 43,560 square feet in size.

D. SUPPLEMENTAL STANDARDS

1. The development of PD-196 is subject to the approved Environmental Protection Plan.
2. The development of PD-196 is subject to an Open Space Management Plan.
3. The homeowner or home builder may choose to install an ornamental metal fence on any residential lot that is adjacent to open space, or may choose to leave their property unfenced. If a pool is installed, a fence must be constructed either by the home builder or homeowner, in accordance with Town requirements.
4. As a Conservation Development, PD-196 shall have a minimum of 45 percent (45%) of the gross land area preserved as open space for the development as depicted in Exhibit "E" below. In meeting requirements for open space, the developer must demonstrate how open space designated in Exhibit "E" shall be managed. Open space shall be managed by a qualified nonprofit entity or organization that manages open space, such as a land trust, HOA, or other qualified entity, pursuant to section 170(h) of the Internal Revenue Code, as amended, and as may be approved and accepted by the Town. The final Open Space Management Plan (OSMP) shall:
 - a. Conform with Section 5 of Ordinance No. 54-22, the Cross Timbers Conservation Development District Area Plan (CTCDD).
 - b. Be submitted and approved by the Town prior to the submittal of the first record plat within the development.
 - c. Be recorded in the deed records of Denton County, Texas as a restriction running with the land, with such recordation to occur simultaneously with recording of the first record plat.
 - d. Substantially conform to the draft OSMP submitted to the Planning and Zoning Commission for consideration of the zoning application (PD-196) and identified as Exhibit "F."
5. A multi-use trail with a minimum width of 12 feet (12') shall be provided along FM 1171.
6. An equestrian trail with a minimum width of 15 feet (15') shall be provided along FM 1171.
7. All landscaping shall be in conformance with Exhibit "D," the Conceptual Landscape Plan.
8. Subdivision entry signage elements shall be rustic in nature, including natural elements to fit the character of the Cross Timbers Conservation Development District. Signage materials may include wood, metal, stone, or masonry elements. Entry walls shall have a wall height of no more than 12 feet (12'). Entry columns or tower elements may not exceed 12 feet (12') in height from the ground plan. If additional wall heights are required due to grading changes, walls must be terraced and incorporate landscape between the wall locations. Maximum sign face, or signage lettering, may not exceed 60 square feet. Entry signage walls may extend and transition out to scenic roadway fencing.

E. EXCEPTIONS and MODIFICATIONS

The following exceptions and modifications shall be granted with the approval of Planned Development District-196 (PD-196).

1. Topographical Slope Protection – Section 98-147

An exception to Section 98-147, “Topographical slope protection,” is granted. However, the developer shall provide drawings that illustrate the impact of the proposed Development on the natural topography and the manner by which the Development is integrated into, reflects, and maintains the overall integrity of the natural topography with subsequent record plat applications. In addition, the developer shall conform with the following requirements with subsequent Subdivision Site Plan or similar applications:

- a. The identification of those specific Best Management Practices (“BMPs”) that will be used to maintain and responsibly integrate the Development into the natural topography together with an explanation regarding their use within the plans for such Development. The BMPs to be used shall include, but are not limited to, those BMPs found within the Town’s Engineering Design and Construction Standards.
- b. While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four feet (4’) or greater in height shall be designed by a professional engineer licensed by the State of Texas. The height of retaining walls shall not exceed eight feet (8’) in height unless an exception is granted at the time of subdivision site plan.

2. Scenic Buffer – Section 98-277

An exception to Section 98-277, “Conservation development option and standards,” is granted to allow the roadway to encroach into the 200’ scenic buffer, but no residential lots shall be located within the 200 foot (200’) scenic buffer.

3. Metal and masonry/brick are an allowable material for entry signage. However, metal may be utilized as an accent material only.

M:\Projects\HIN21002\21002 DEVELOPMENT PLAN ZONING\HIN 21002 DEVELOPMENT PLAN ZONING BASE.dwg, 10/24/2023 2:17:26 PM, Bradley Cox

MATCH LINE "C"

MATCH LINE "B"

MATCH LINE "A"

572' CONTOUR
FLOWAGE EASEMENT
468/288

Approx. Location of
FEMA Flood Zone "A"
as scaled from FIRM

Approx. Location of
FEMA Flood Zone "A"
as scaled from FIRM

Approx. Location of
FEMA Flood Zone "AE"
as scaled from FIRM
(BFE=564)

Approx. Location of
FEMA Flood Zone "Y, Shaded"
as scaled from FIRM

EXHIBIT "C" - CONCEPT PLAN

PROJECT DATA TABLE		
Gross Site Area:	148,008 A;	6,447,226 SF
Total Open Space:	70.21 A;	3,053,979 SF
	47.4% of Total Gross Area	
Open Space Excluding PUDE & Floodway:	67.57 A;	2,943,455 SF
	45.6% of Total Gross Area	
Right-of-way:	6.389 A;	278,290 SF
Proposed Lots:		
Residential	74	
Open Space	5	
X Lot	2	
Total:	81	
Smallest Residential Lot:	.754 A;	32,860 SF
Largest Residential Lot:	1.451 A;	63,184 SF
Average Residential Lot:	0.974 A;	42,427 SF
> 1 Acre Lots:	28	37.8%
< 1 Acre Lots:	46	62.2%

OPEN SPACE LOTS ARE X LOTS THAT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE NUMBER. X LOTS ARE LOTS THAT ARE OPEN SPACE BUT DO NOT MEET THE TOWNS CRITERIA TO BE COUNTED TOWARD THE OPEN SPACE TOTAL.

Zoning Standard	Existing: Agricultural	Proposed:
Minimum Lot Area	87,120 sq. ft	32,670 sq. ft
Minimum Lot Width	200 ft	150 ft.
Minimum Floor Area	1,800 sq. ft.	2,100 sq. ft.
Minimum Front Yard	40 ft.	40 ft.
Minimum Side Yard	25 ft.	25 ft./20 ft.
Minimum Rear Yard	20 ft.	20 ft.
Maximum Lot Coverage	25%	35%
Max Height (stories/ft.)	3/35 ft.	3/35 ft.

* Lots that requesting side setback modification are Block A Lot 5, Block B Lot 9, Lot 19, Block C Lot 9, Block D Lot 1, Lot 6, Lot 7, Lot 8, and Lot 9.

OPEN SPACE CALCULATIONS:
OPEN SPACE IN X LOTS NOT INCLUDING FLOODWAY OR ALL PUDE

HOA LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	ACRES
10X	BLOCK A	630,517	14.475
20X	BLOCK B	1,387,672	31.857
23X	BLOCK C	695,737	15.972
13X	BLOCK D	85,081	1.953
13X	BLOCK E	144,448	3.316

TOTAL: 2,943,455 SF; 67.57 A

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK A	46,589	1.070
2	BLOCK A	56,467	1.296
3	BLOCK A	50,836	1.167
4	BLOCK A	40,860	0.938
5	BLOCK A	62,124	1.426
6	BLOCK A	47,837	1.098
7	BLOCK A	38,178	0.876
8	BLOCK A	37,042	0.850
9	BLOCK A	36,837	0.846
10X	BLOCK A	662,061	15.199
11X	BLOCK A	12,099	0.278

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK B	56,345	1.293
2	BLOCK B	41,901	0.962
3	BLOCK B	32,943	0.756
4	BLOCK B	37,703	0.866
5	BLOCK B	45,848	1.053
6	BLOCK B	44,284	1.017
7	BLOCK B	43,770	1.005
8	BLOCK B	47,486	1.090
9	BLOCK B	44,805	1.029
10	BLOCK B	44,102	1.012
11	BLOCK B	47,918	1.100
12	BLOCK B	46,797	1.074
13	BLOCK B	44,914	1.031
14	BLOCK B	34,606	0.794
15	BLOCK B	40,863	0.938
16	BLOCK B	40,861	0.938
17	BLOCK B	44,657	1.025
18	BLOCK B	43,616	1.001
19	BLOCK B	43,764	1.005
20X	BLOCK B	1447,306	33.226

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK C	38,560	0.885
2	BLOCK C	45,612	1.047
3	BLOCK C	42,992	0.987
4	BLOCK C	37,102	0.852
5	BLOCK C	39,297	0.902
6	BLOCK C	38,034	0.873
7	BLOCK C	42,687	0.980
8	BLOCK C	45,115	1.036
9	BLOCK C	38,815	0.891
10	BLOCK C	36,038	0.827
11	BLOCK C	33,904	0.778
12	BLOCK C	41,227	0.946
13	BLOCK C	43,935	1.009
14	BLOCK C	37,820	0.868
15	BLOCK C	35,218	0.809
16	BLOCK C	34,500	0.792
17	BLOCK C	37,566	0.862
18	BLOCK C	40,511	0.930
19	BLOCK C	39,976	0.918
20	BLOCK C	45,460	1.044

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
21	BLOCK C	48,963	1.124
22	BLOCK C	38,190	0.877
23X	BLOCK C	735,681	16.889

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK D	41,077	0.943
2	BLOCK D	39,439	0.905
3	BLOCK D	37,851	0.869
4	BLOCK D	39,701	0.911
5	BLOCK D	34,173	0.784
6	BLOCK D	32,929	0.756
7	BLOCK D	32,860	0.754
8	BLOCK D	35,205	0.808
9	BLOCK D	34,517	0.792
10	BLOCK D	38,122	0.875
11	BLOCK D	43,707	1.003
12	BLOCK D	43,626	1.002
13X	BLOCK D	88,086	2.022

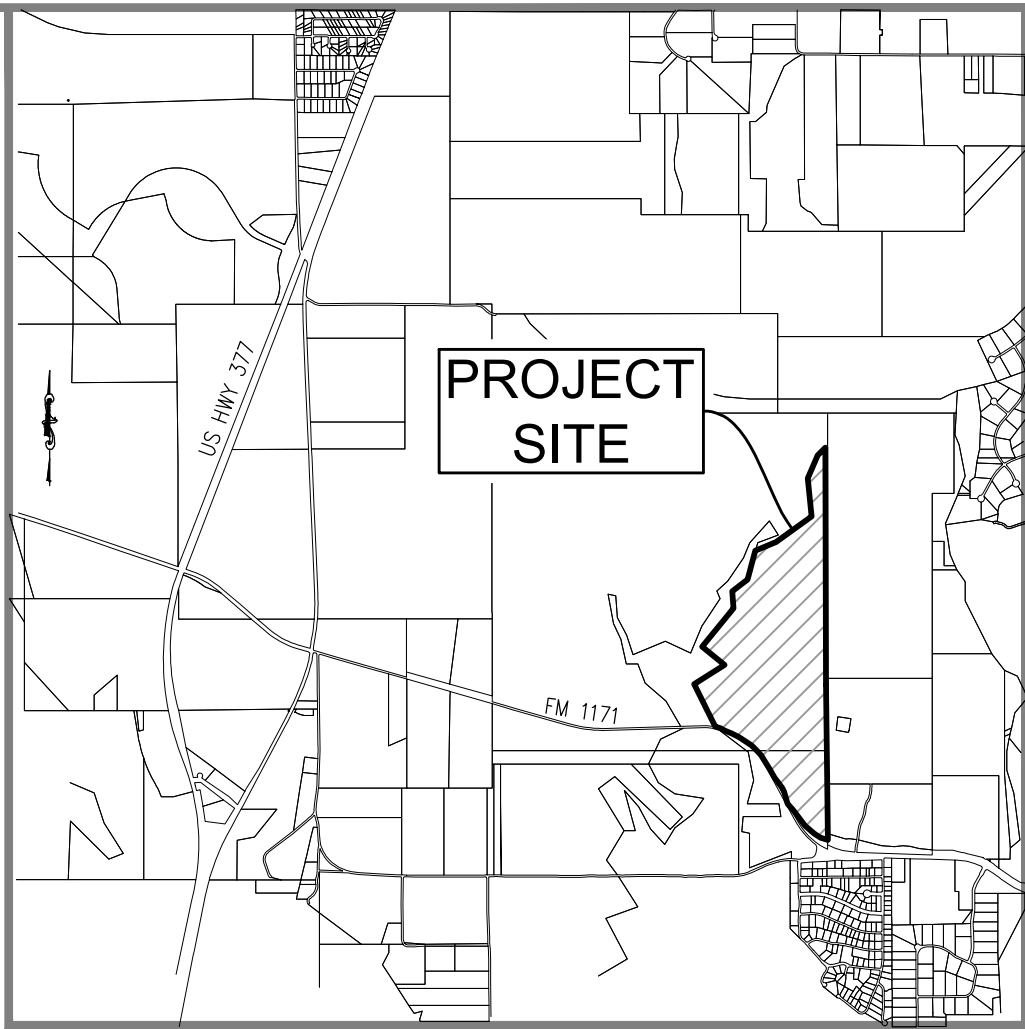
LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1	BLOCK E	36,437	0.836
2	BLOCK E	36,325	0.834
3	BLOCK E	36,712	0.843
4	BLOCK E	42,542	0.977
5	BLOCK E	47,825	1.098
6	BLOCK E	42,208	0.969
7	BLOCK E	48,871	1.122
8	BLOCK E	48,954	1.124
9	BLOCK E	37,292	0.856
10	BLOCK E	38,932	0.894
11	BLOCK E	32,982	0.757
12	BLOCK E	33,200	0.762
13X	BLOCK E	160,384	3.682

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
1X	BLOCK F	1,979	0.045

BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
A	1090,930	25.044
B	2274,488	52.215
C	1617,204	37.126
D	541,293	12.426
E	642,665	14.754
F	1,979	0.045
ROW	278,290	6.389
OVERALL SITE	6,447,226	148.008

GENERAL NOTES:

- PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
- ALL "X" LOTS TO BE DEDICATED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ENVIRONMENTAL PROTECTION PLAN IS REQUIRED.
- ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
- AN OPEN SPACE MANAGEMENT PLAN IS REQUIRED.



VICINITY MAP SCALE: 1"=3000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°53'15" W	71.35'
L2	N 71°12'15" W	88.03'

MASTER PLAN FEATURES	
Land Use Plan	Cross Timbers Conservation Development District
Urban Design Plan	Cross Timbers Conservation Development District
Parks and Trail	12' multi-use trail along F.M. 1171, 15' equestrian easement along F.M. 1171
Open Space Plan	Cross Timbers Conservation Development District
Thoroughfare Plan	F.M. 1171 – Major (Principal) Arterial : 120' ROW
Water Plan	20" Master planned water line along north side of F.M. 1171
Wastewater Plan	Cross Timbers Conservation Development District Town sewer not available.



McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBP#: 19762 TBP/L: 10194440
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
PHONE: 972.716.2900
JEFF KENNEMER

SURVEYOR

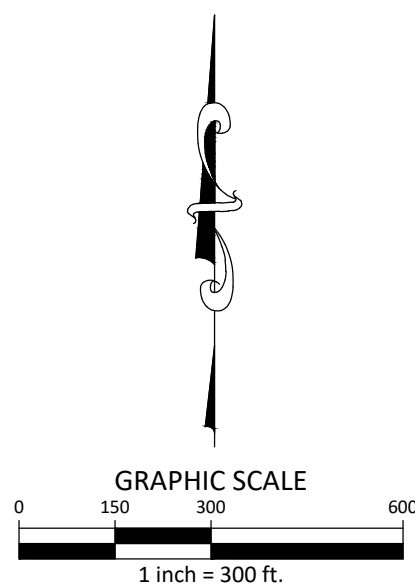
JAMES STOWELL, RPLS
111 HILLSIDE DR
LEWISVILLE, TX 75057
EMAIL: JSTOWELL@MCADAMSCO.COM

ZONING CONCEPT PLAN
FM 1171 CONSERVATION DEVELOPMENT
LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F,
148.008 ACRES

B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 187
JAMES C. MCMCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002 ZONING CONCEPT PLAN
CHECKED BY RR & JP
DRAWN BY BC
SCALE 1"=300'
DATE 06/09/2023





201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

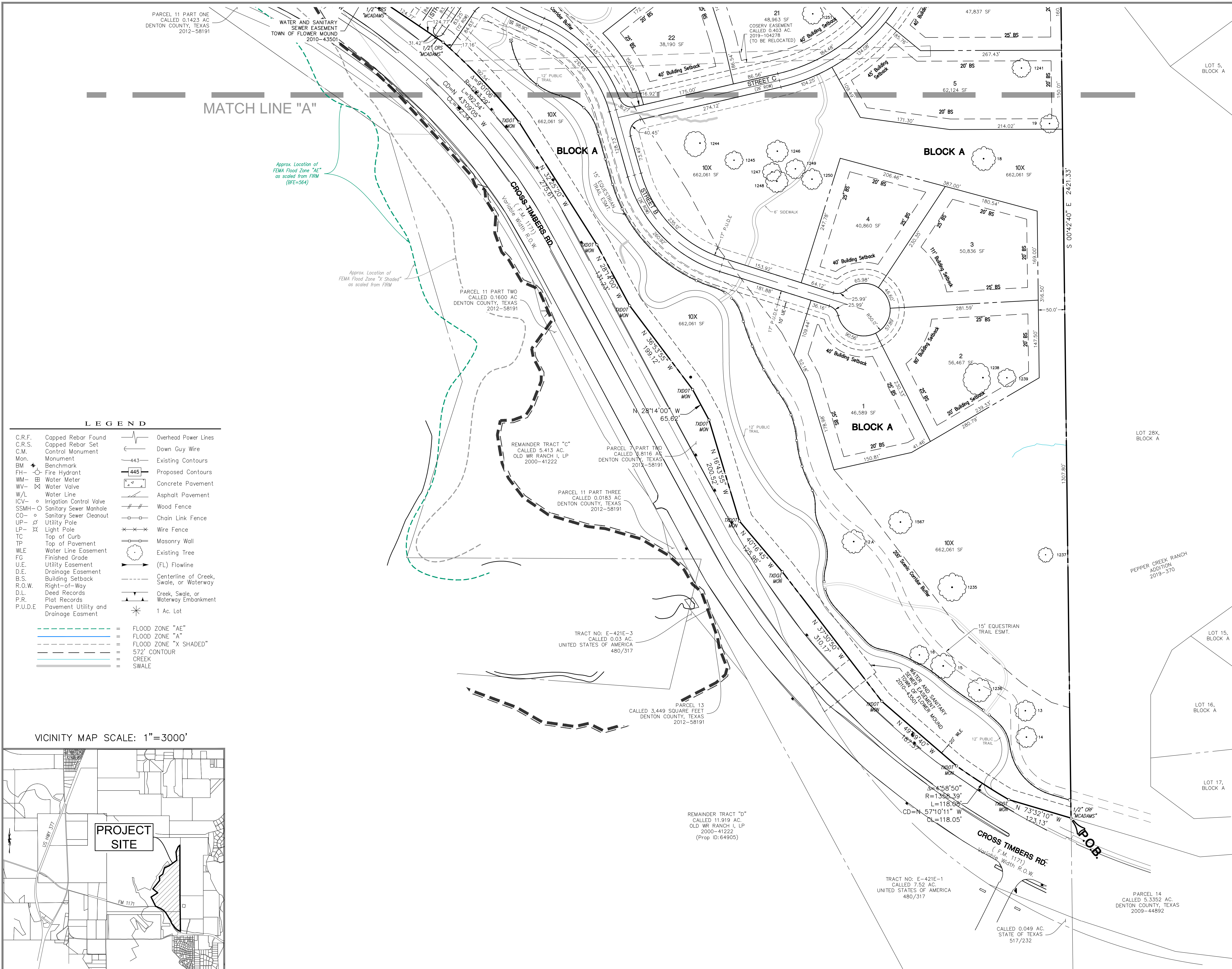
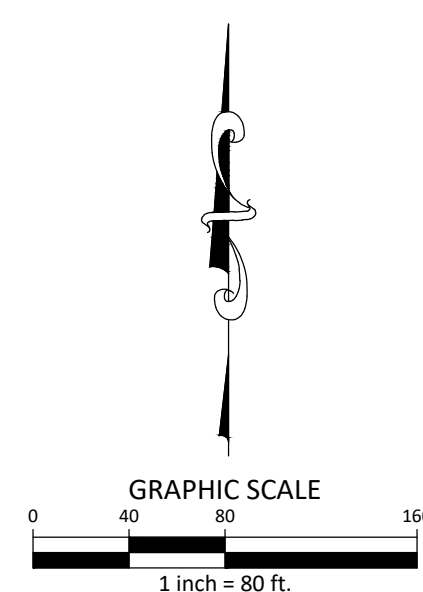
HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
PHONE: 972.716.2900
JEFF KENNEMER

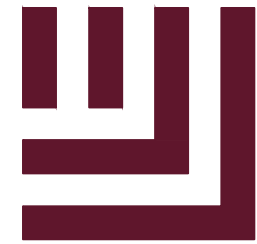
JAMES STOWELL, RPLS
111 HILLSIDE DR
LEWISVILLE, TX 75057
EMAIL: JSTOWELL@MCADAMSCO.COM

FM 1171 CONSERVATION DEVELOPMENT
LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 &

23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D,
LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F,
148.008 ACRES

PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023





McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
PHONE: 972.716.2900
JEFF KENNER

SURVEYOR

JAMES STOWELL, RPLS
111 HILLSIDE DR
LEWISVILLE, TX 75057
EMAIL: JSTOWELL@MCADAMSCO.COM

ZONING CONCEPT PLAN

FM 1171 CONSERVATION DEVELOPMENT

LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F, 148.008 ACRES

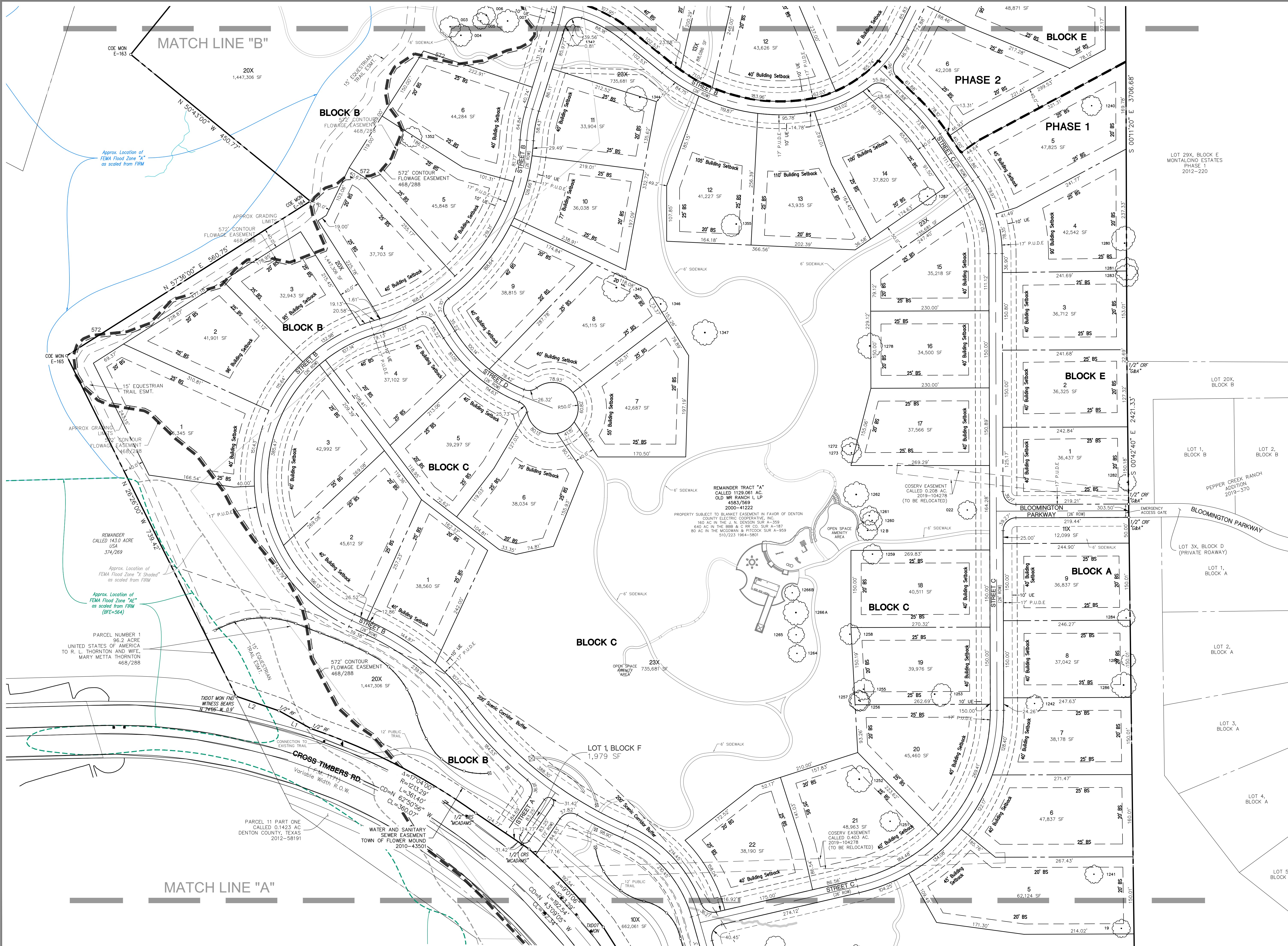
B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 187
JAMES C. MCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION

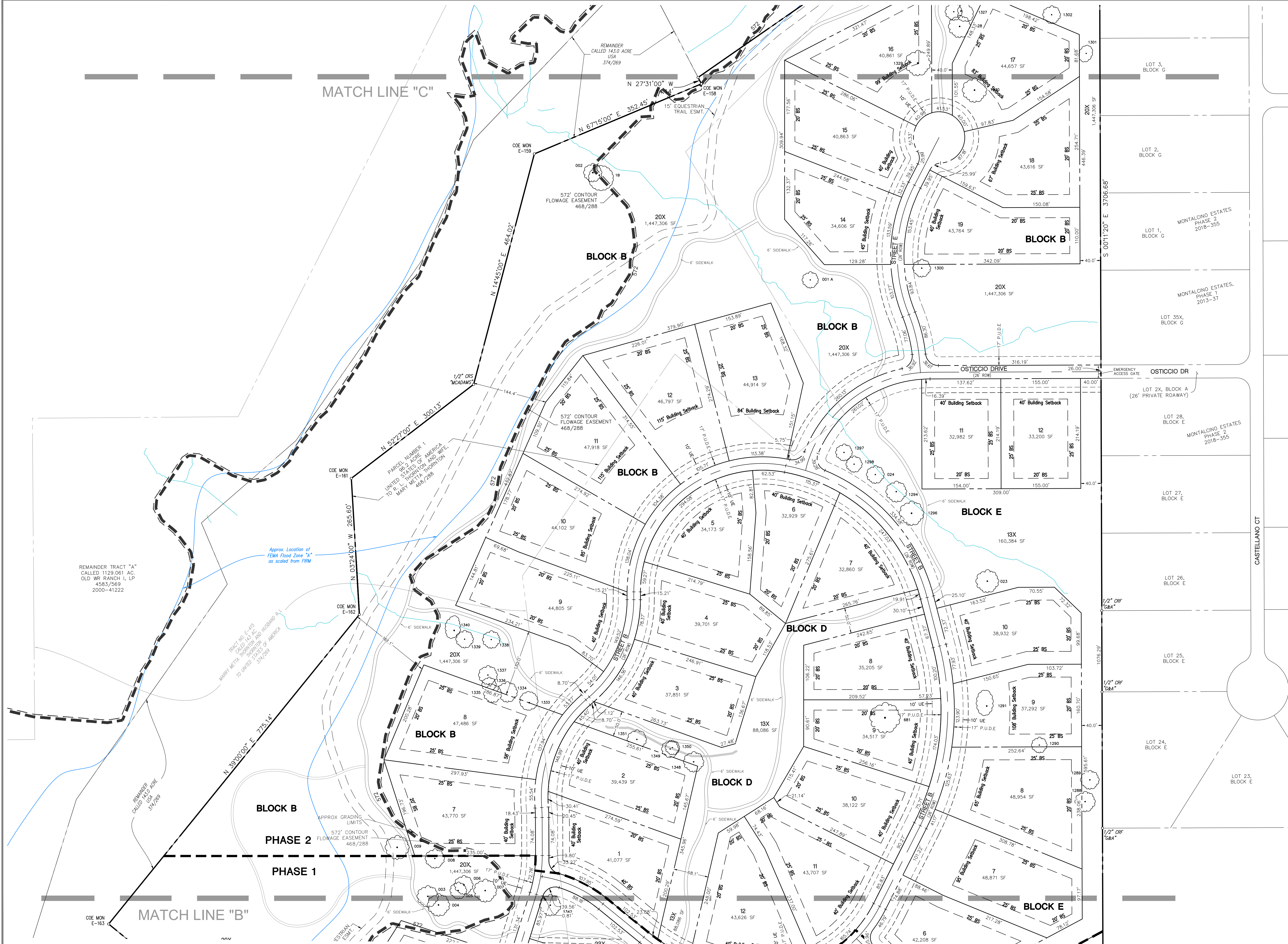
PROJECT NO. HIN21002
FILENAME HIN21002 ZONING CONCEPT PLAN
CHECKED BY RR & JP
DRAWN BY BC
SCALE 1"=80'
DATE 06/09/2023

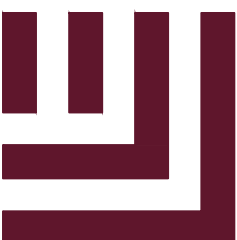


GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.



M:\Projects\HIN\HIN21002\14-Products\Planning\CAD\Zoning\HIN 21002 DEVELOPMENT PLAN ZONING BASE.dwg, 10/24/2023 2:17:40 PM, Bradley Cox





McADAMS

The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712

201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBP#E: 19762 TBP#L: 10194440
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
PHONE: 972.716.2900
JEFF KENNEMER

SURVEYOR

JAMES STOWELL, RPLS
111 HILLSIDE DR
LEWISVILLE, TX 75057
EMAIL: JSTOWELL@MCADAMSCO.COM

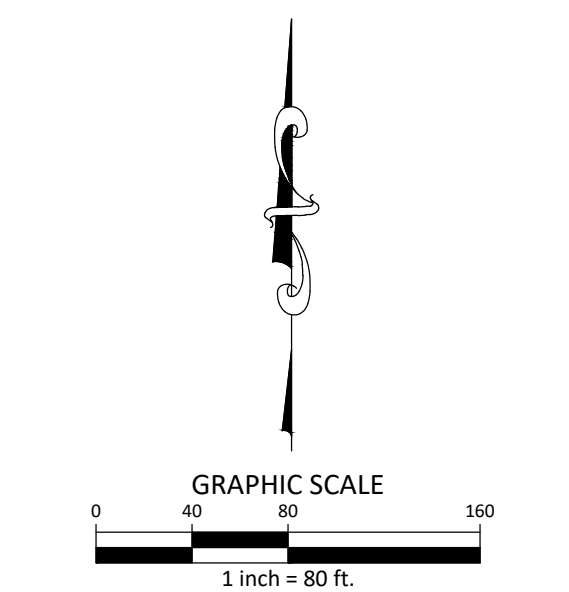
ZONING CONCEPT PLAN

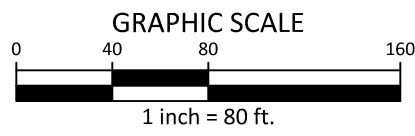
FM 1171 CONSERVATION DEVELOPMENT

LOTS 1-9 & 10X-11X, BLOCK A, LOTS 1-19 & 20X, BLOCK B, LOTS 1-22 & 23X, BLOCK C, LOTS 1-12 & 13X, BLOCK D, LOTS 1-12 & 13X, BLOCK E, AND LOT 1X, BLOCK F,
148.008 ACRES

B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 187
JAMES C. MCMCGOWAN AND C. G. PITCOCK SURVEY, ABSTRACT NO. 959
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS

PROJECT INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002 ZONING CONCEPT PLAN
CHECKED BY	RR & JP
DRAWN BY	BC
SCALE	1"=80'
DATE	06/09/2023



[illegible]

CANOPY TREE

ORNAMENTAL TREE

ENHANCED LANDSCAPE

BERMUDA SOD

BUFFALO SOD

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
FM 1171 - Cross Timbers Rd		50 ft.	Min. 50. ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 25 Lf.	FM 1171 - 2,520 Lf.	101 (3"cal.) trees	79 (3" cal.) trees + 40 ornamental trees (at 3:1) = existing trees
PERIMETER FENCING			
STANDARD	REQUIRED	PROVIDED	
FM 1171 - Cross Timbers Rd	Perimeter fences required adjacent to ROW of arterial and collector streets.	4' split rail fence	

1. Trees planted within the open space must include tree species denoted as appropriate under Section 94-68 of the ToF M and be consistent with the approved landscape plan.
2. Outdoor lighting shall be included per the lighting requirements per Ord 54-242. Design to be completed during final review and approval.
3. When the easements are present within X-roads, they are to be sodded with Buffalo Sod.
4. Enhanced landscaping may consist of shrubs, ground covers, ornamental trees, that are above and beyond what is required per the Town code and not regulated by Town ordinance.
5. Wind language buffer varies throughout the length of the frontage. Required buffer trees must be installed within the landscape buffer.
6. Final location of the equestrian trail to be determined based on land conditions and must be pin tagged in the field by the landscape architect and town engineer.
7. Final location of the nature trail is to be determined. Alignment subject to change based on site features.

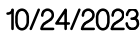
OPEN SPACE LOTS		
LOT	BLOCK	AREA (AC)
10X	A	14.48
20X	B	31.86
23X	C	15.97
13X	D	1.95
13X	E	3.32
TOTALS		67.57

McADAMS

www.mcadamsco.com

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

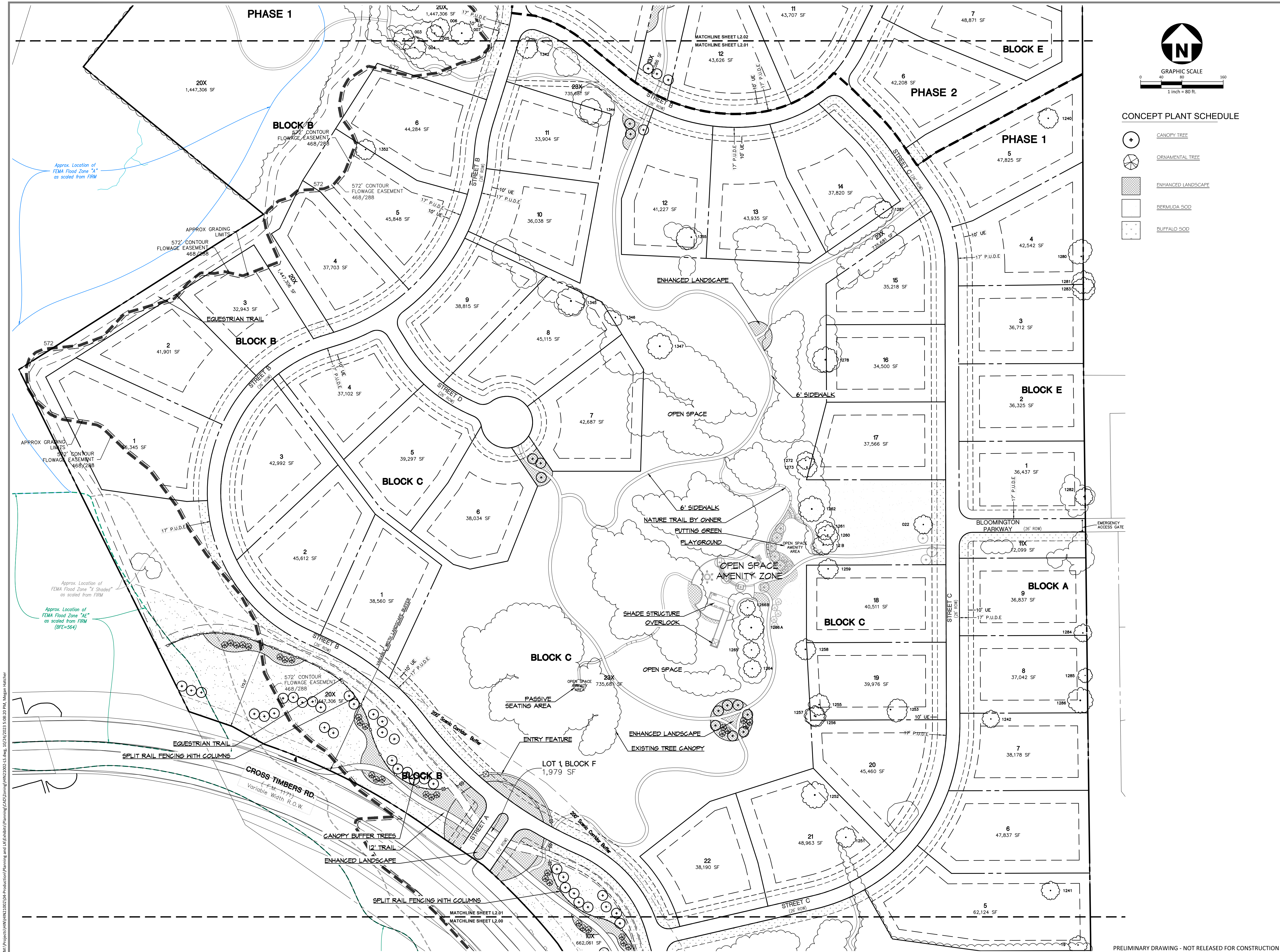


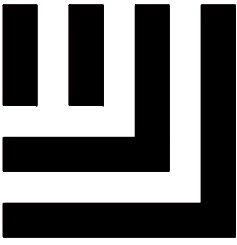
NO.	DATE	DESCRIPTION
-----	------	-------------

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

L2.00

\\projects\hinn\12002\04-Production\Planning and L&E\hinn\12002\LS.dwg, 10/24/2023 5:08:20 PM, Megan Hatcher





McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
CHECKED BY XXX
DRAWN BY MAH
SCALE 80 SCALE
DATE 10. 09. 2023

SHEET

**CONCEPT LANDSCAPE
PLAN**

L2.01



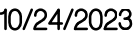
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

CONCEPT LANDSCAPE PLAN

L2.02





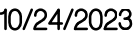
phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

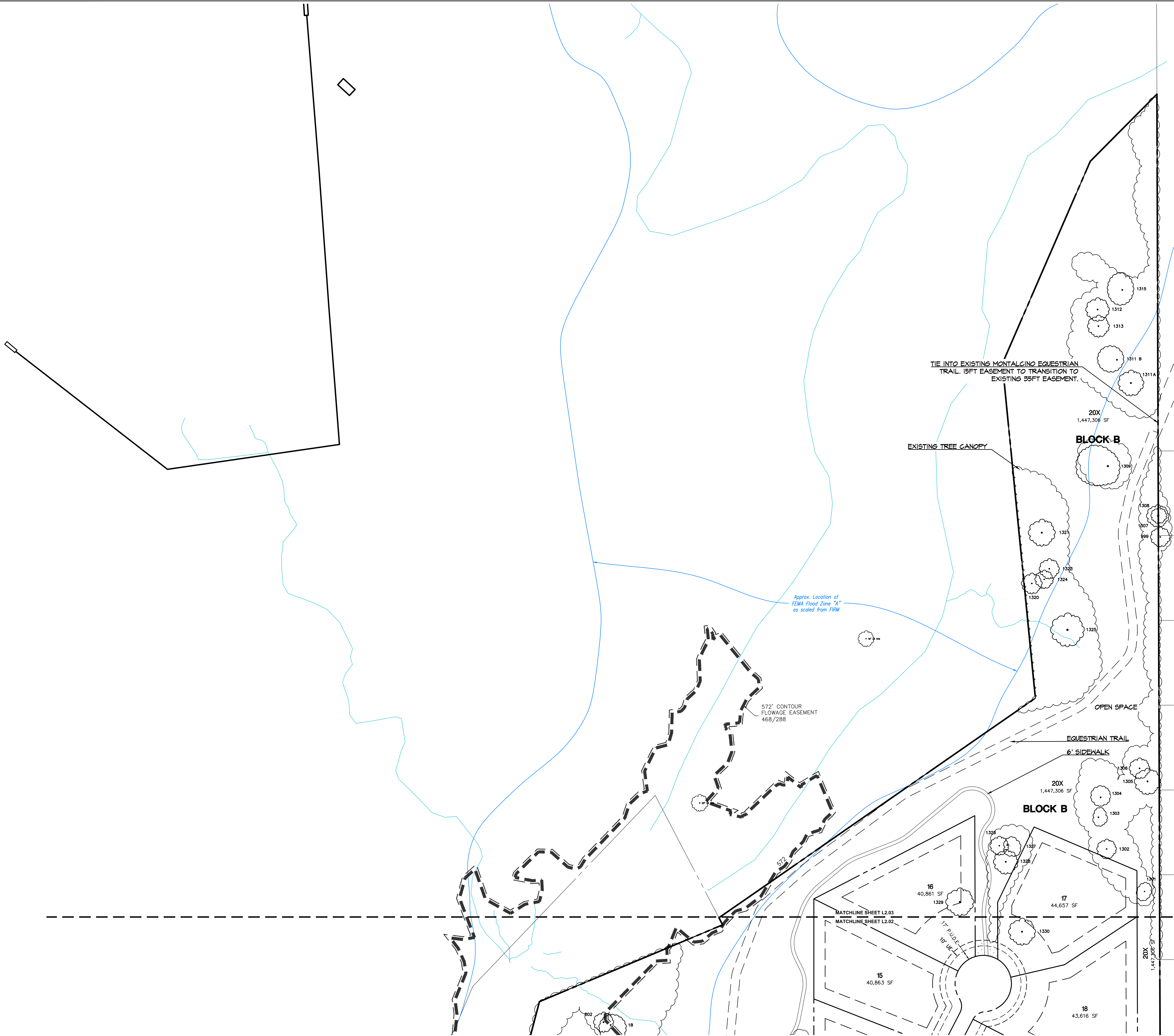
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

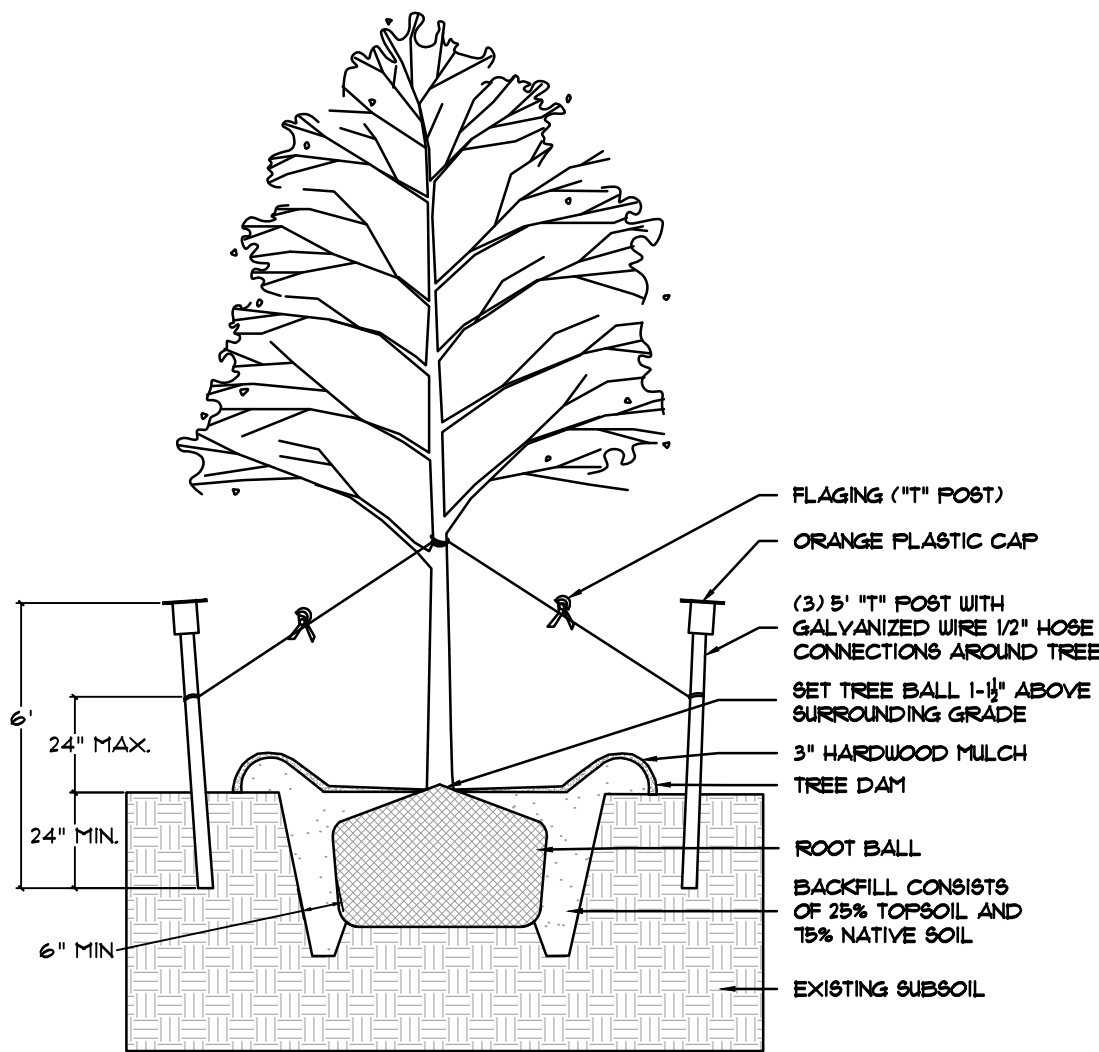
CONCEPT LANDSCAPE PLAN

L2.03

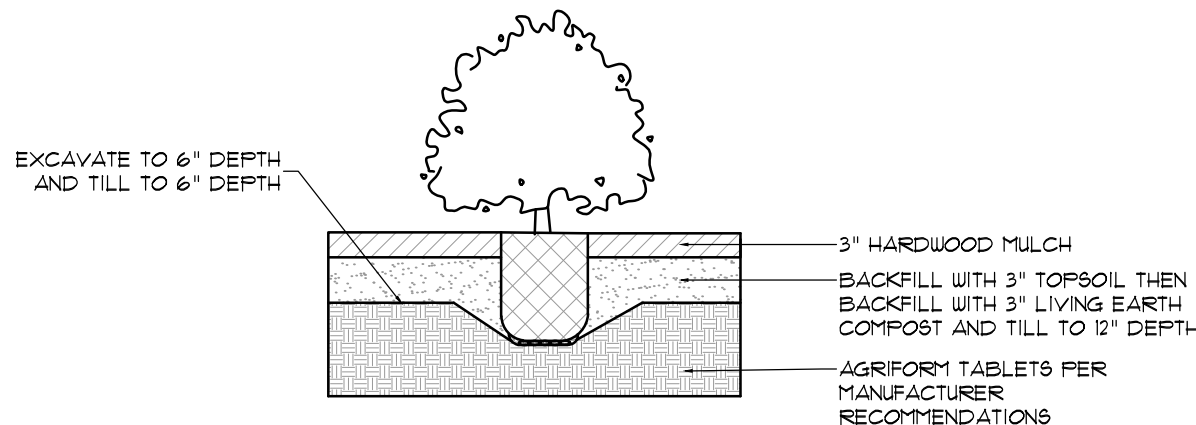


PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

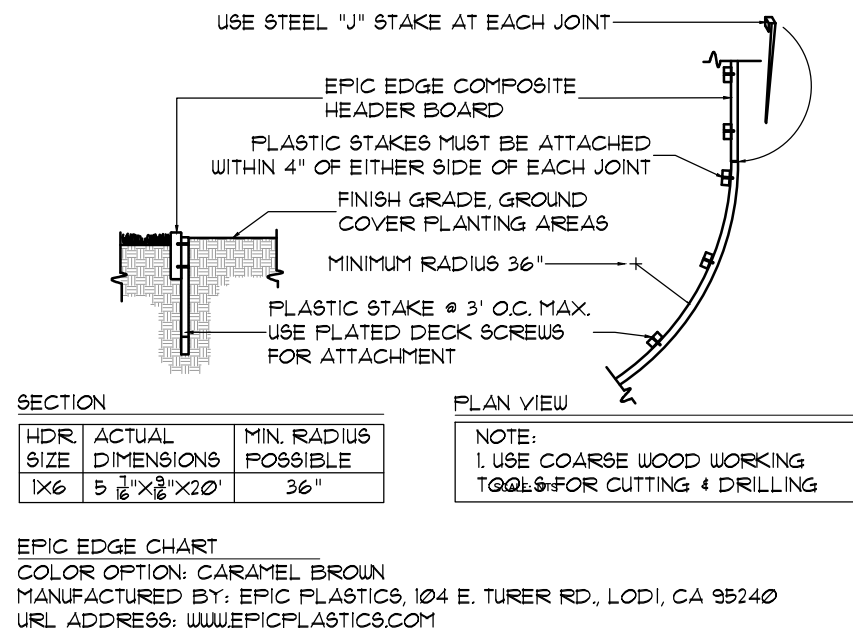
M:\Projects\HIN21002\04-Production\Planning and L&E\Exhibits\Planning\CAD\Drawing\HIN21002-LS.dwg, 10/24/2023 5:09:00 PM, Megan Hatcher



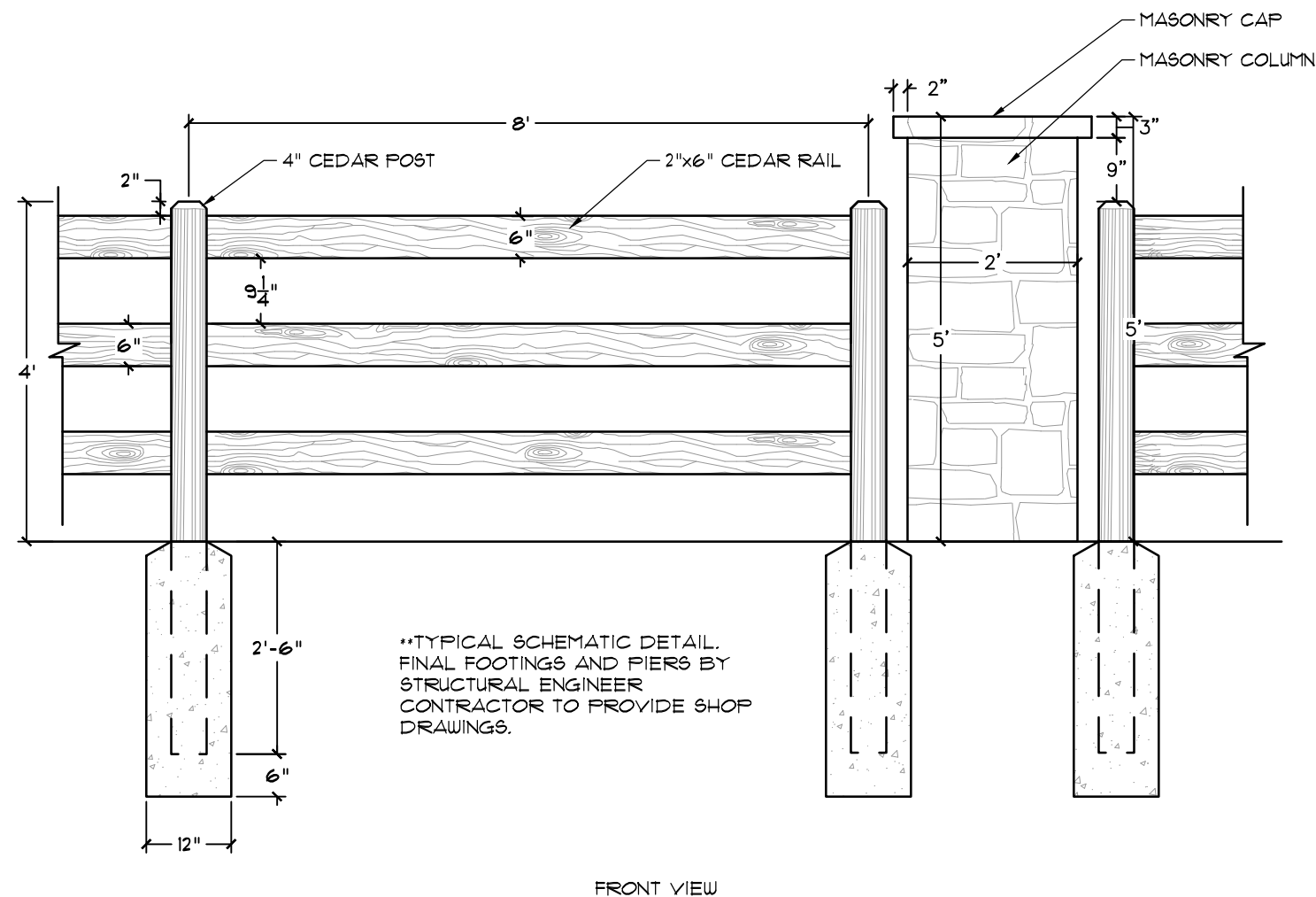
1. TREE STAKING DETAIL
1/4"=1'



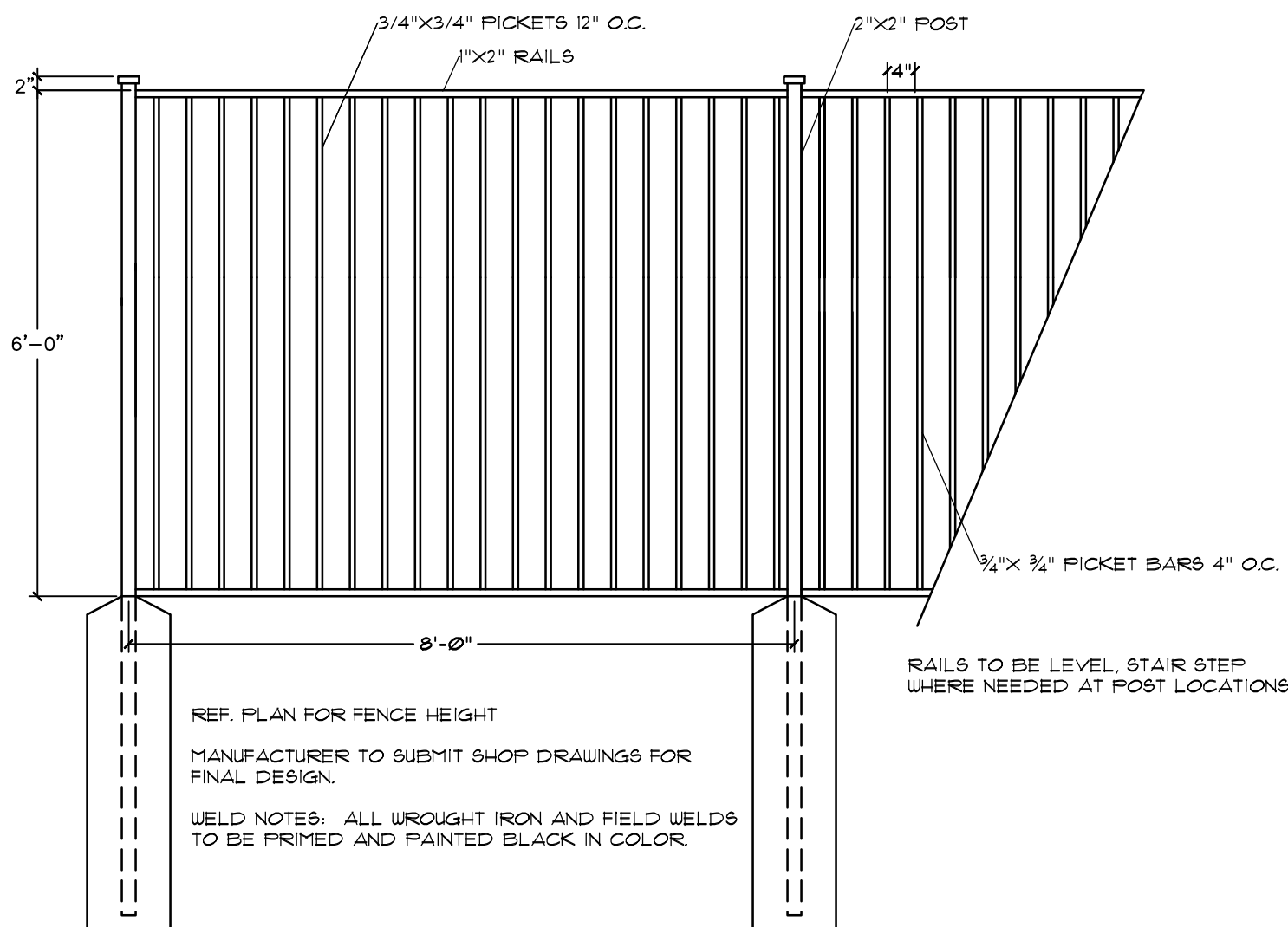
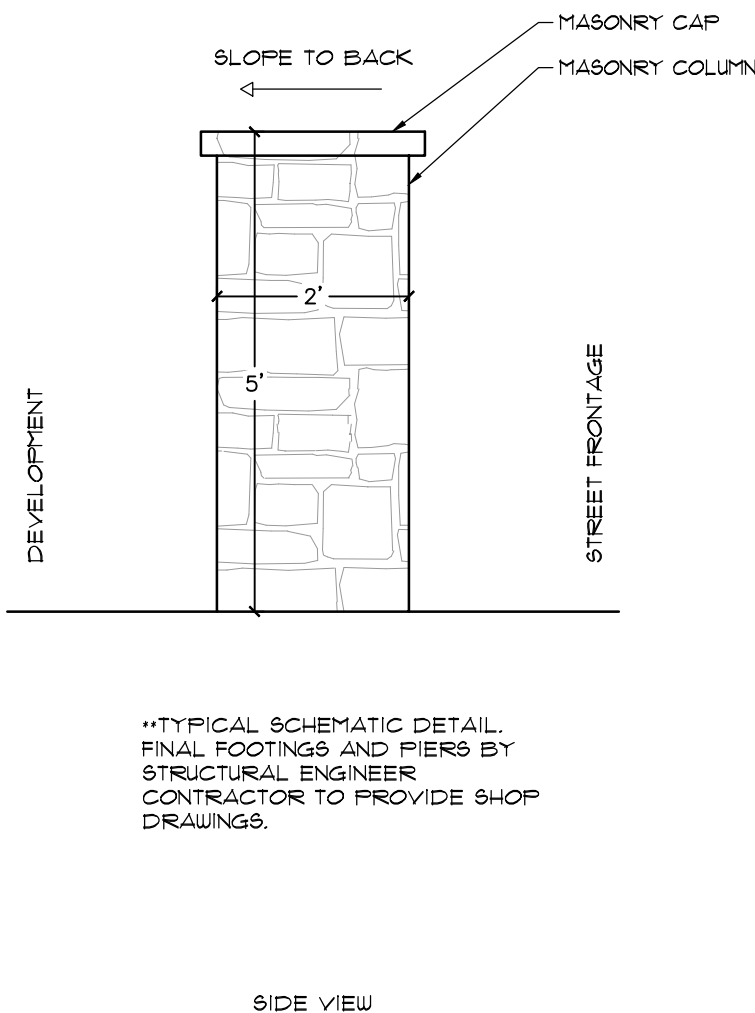
2. SHRUB PLANTING DETAIL
1/2"=1'



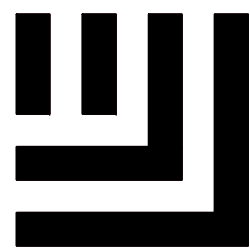
3. CEDAR SPLIT RAIL FENCE HEADER BOARD
NTS



4. CEDAR SPLIT RAIL FENCE & MASONRY COLUMN DETAIL
1/2"=1'



5. 6' ORNAMENTAL FENCE
1/2"=1'



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/24/2023

REVISIONS

NO. DATE DESCRIPTION

PLAN INFORMATION

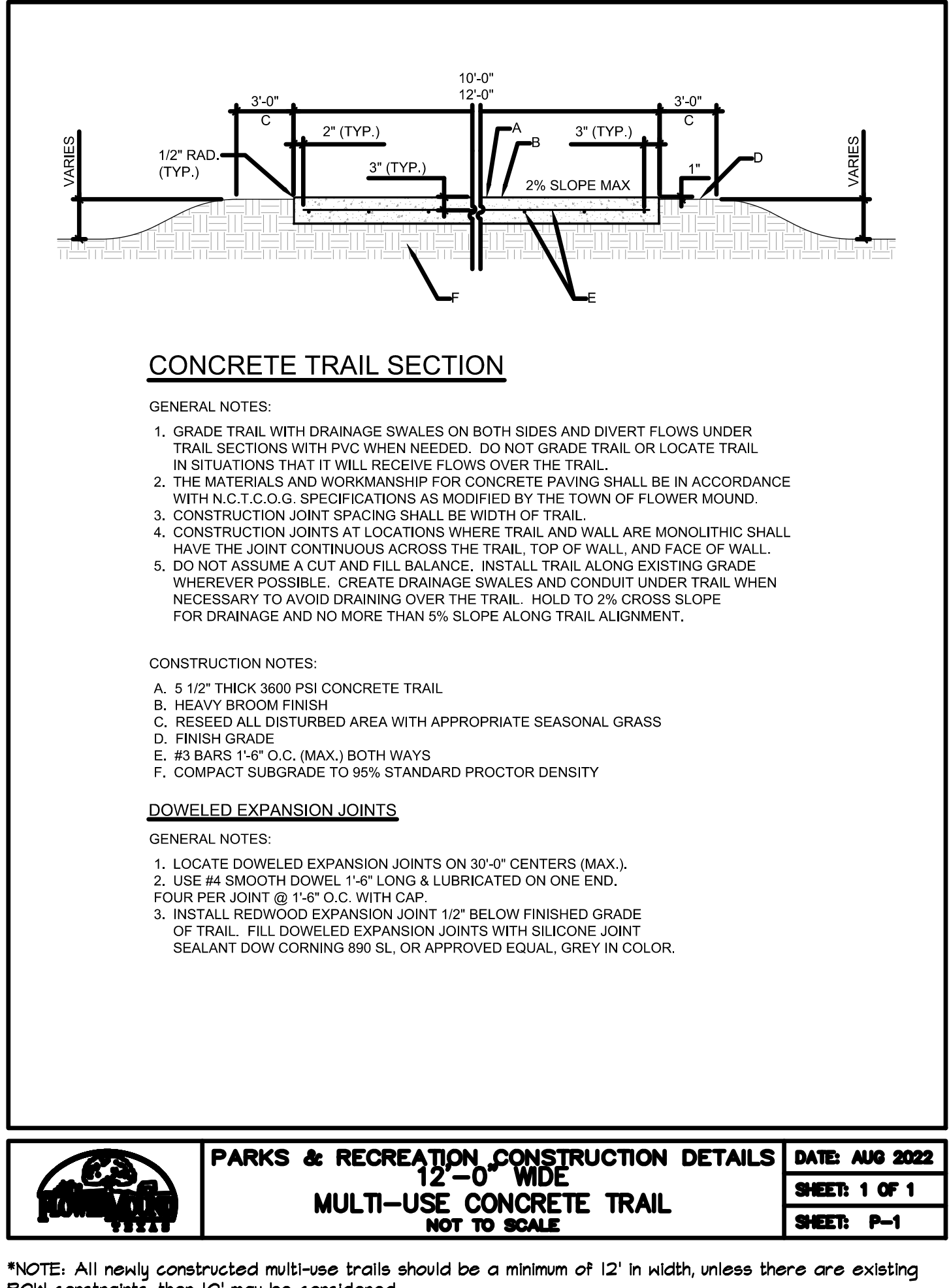
PROJECT NO. HIN21002
FILENAME HIN21002-LS.DWG
CHECKED BY XXX
DRAWN BY MAH
SCALE -
DATE 10. 09. 2023

SHEET

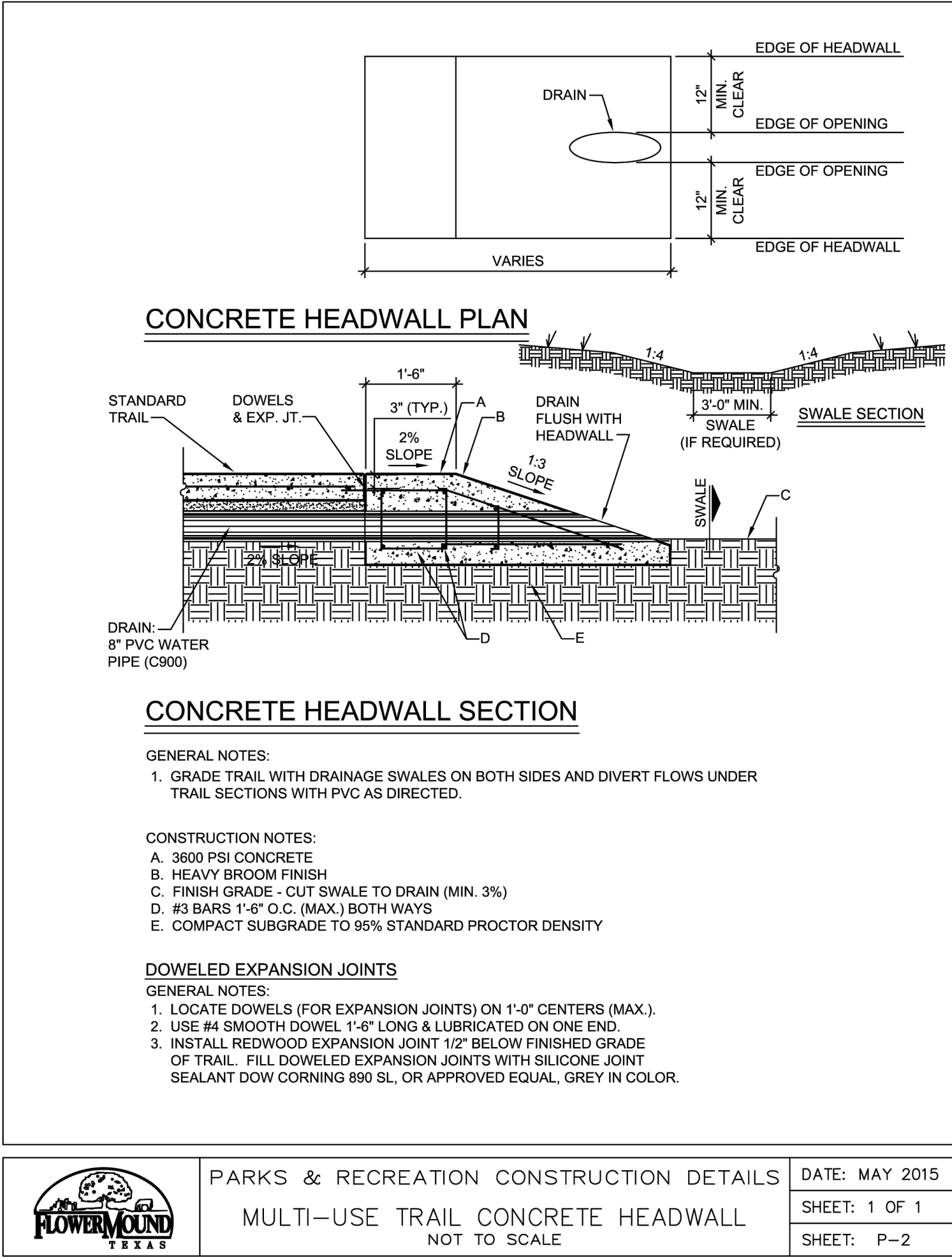
CONCEPT LANDSCAPE
DETAILS

L2.04

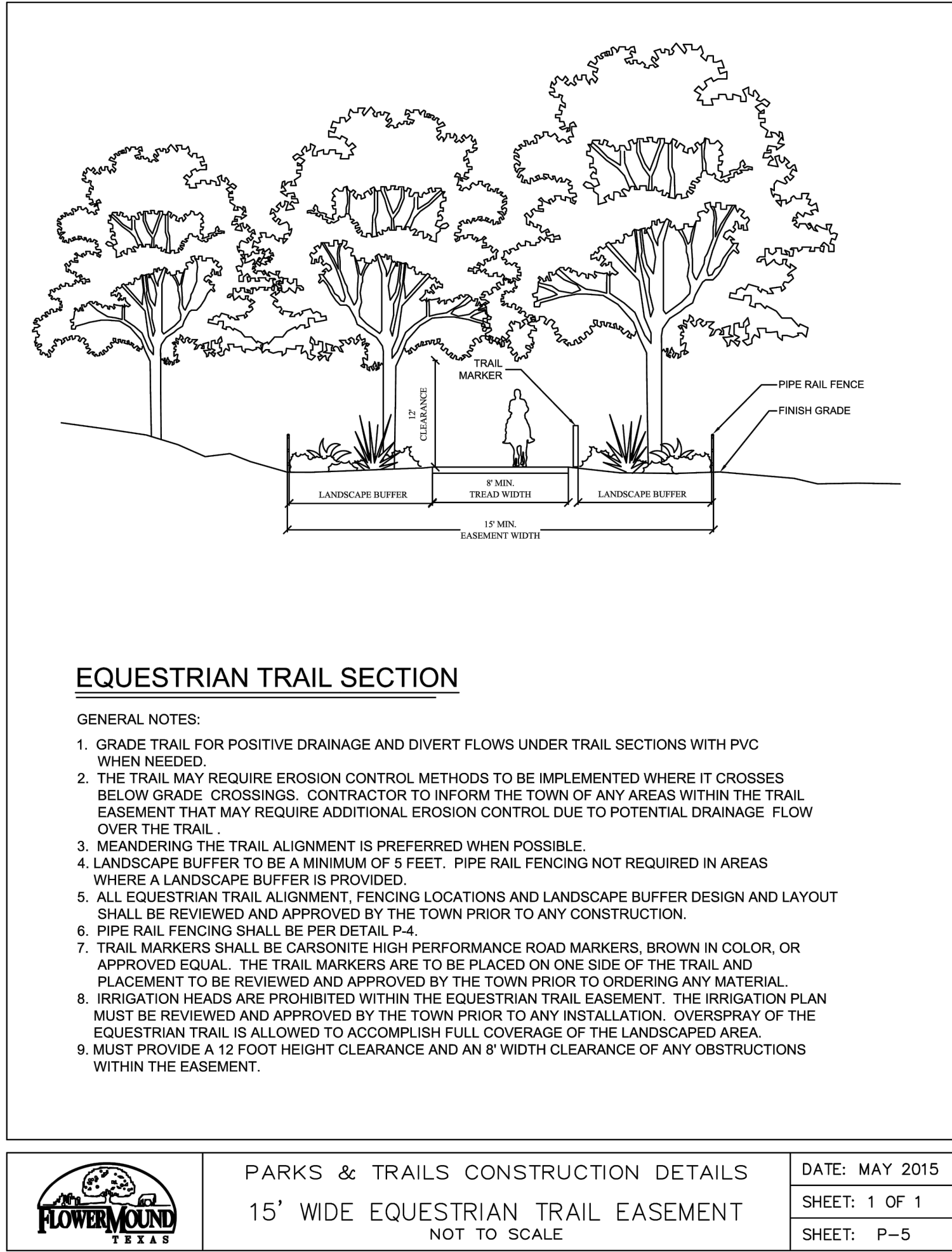
\\Fs1\Projects\HIN\HIN21002\04-Production\Planning and LAs\Exhibits\Planning\CAD\Drawing\HIN21002-LS.dwg, 10/24/2023 5:09:12 PM, Megan Hatcher



1. MULTI-USE CONCRETE TRAIL
NTS



2. MULTI-USE TRAIL CONCRETE HEADWALL
NTS



3. 15' WIDE EQUESTRIAN TRAIL EASEMENT
NTS



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-LS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	-
DATE	10. 09. 2023

SHEET

CONCEPT LANDSCAPE
DETAILS

L2.05

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT "E" - OPEN SPACE PLAN



McADAMS

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012

fax 972. 436. 9715

TBPE: 19762 TBPLS: 10194440

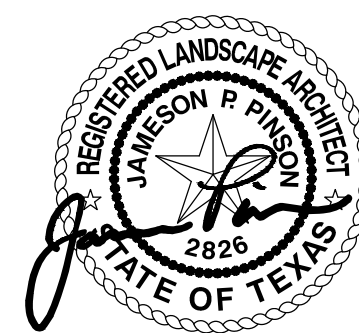
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

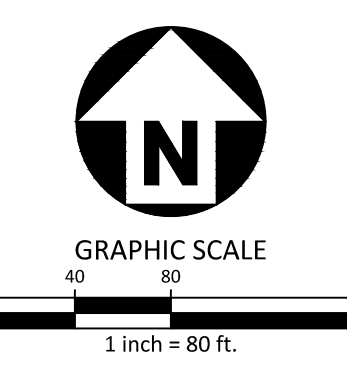
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.00



- LEGEND**
- ZONE A - WOODED NATURAL OPEN SPACE
 - ZONE B - NATIVE OPEN SPACE
 - ZONE C - TRANSITION OPEN SPACE
 - ZONE D - ESTATE OPEN SPACE
 - UPLAND WOODED HABITAT
 - EXISTING TREE CANOPY
 - CREEK OR STREAM
 - ECO-FRINGE BUFFER
 - 20 FT OFFSET INTO ECO-FRINGE BUFFER
 - BAR DITCH AREA WITHIN OPEN SPACE
 - LESS BAR DITCH AREA WITHIN OPEN SPACE
 - P.U.D.E. AREAS

McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

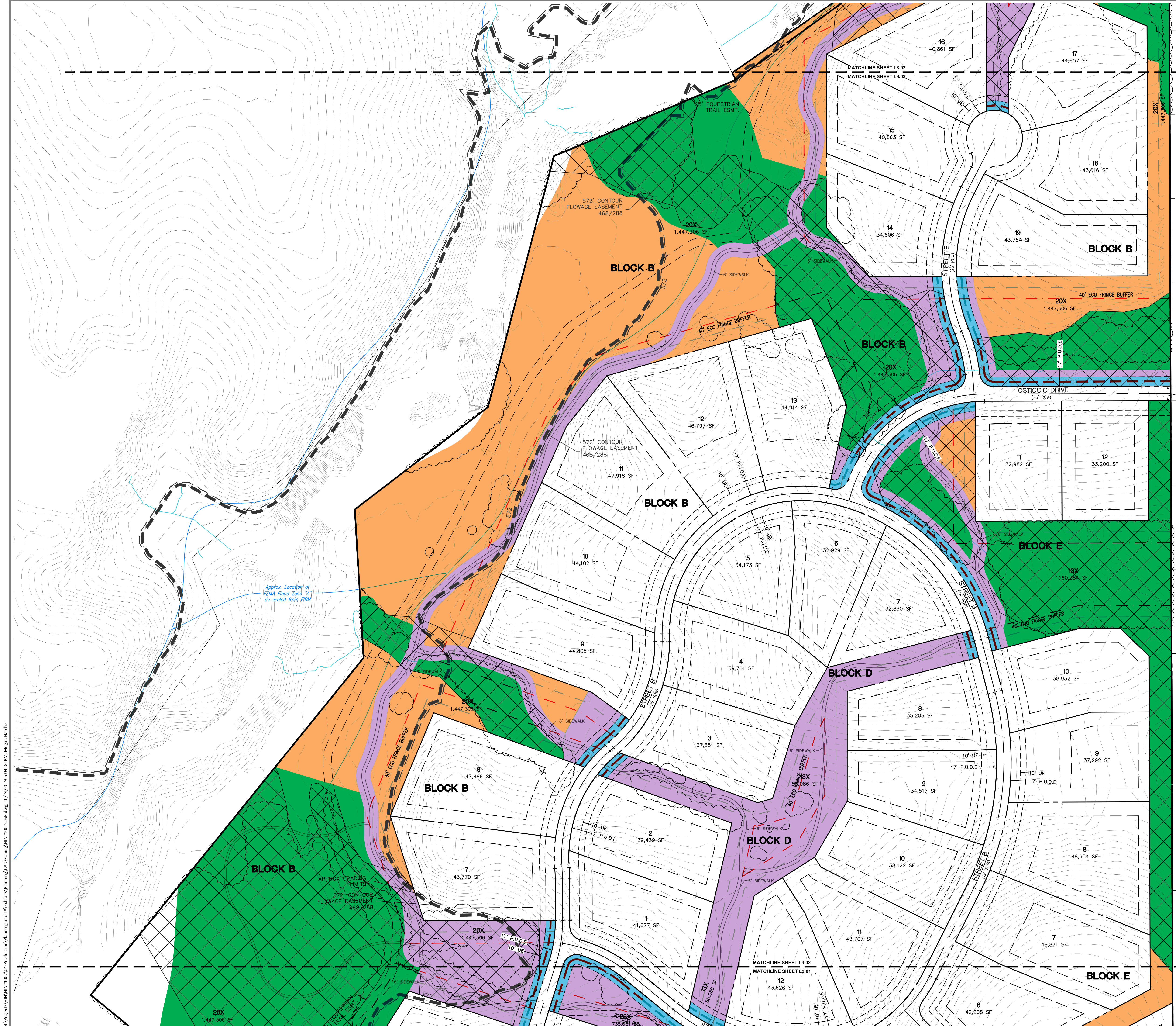
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.01



GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- BAR DITCH AREA WITHIN OPEN SPACE
- LESS BAR DITCH AREA WITHIN OPEN SPACE
- P.U.D.E. AREAS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262
phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

10/24/2023

REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET	
OPEN SPACE PLAN	
L3.02	

M:\Projects\HIN\HIN21002\04-Production\Planning and L&E\Subdiv\Planning\CAD\Zoning\HIN21002-OSP.dwg, 10/24/2023 5:04:05 PM, Megan Hatcher



phone 940. 240. 1012

10762 TDDLC 1010

TBPE: 19762 TBPLS: 10194440

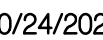
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

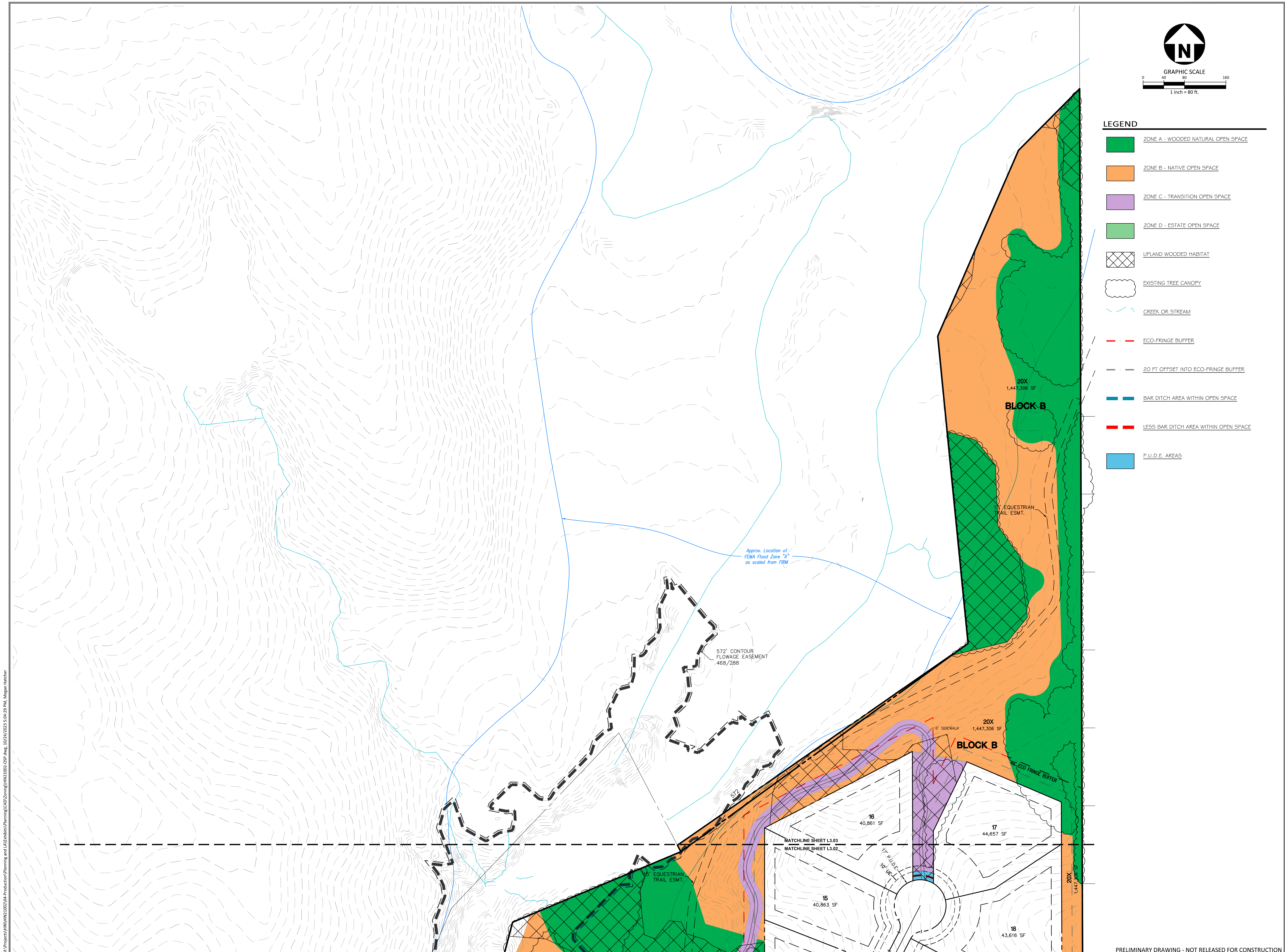
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.03



OPEN SPACE MANAGEMENT PLAN
Planned Development District 196 - (PD-196)
FM 1171 Conservation Development

Maintenance of Common Areas:

The Hines Conservation Subdivision has dedicated **67.57 acres** as open space, which is equivalent to **45.7%** of the gross land acreage.

The open space is divided into different classifications according to its present state or its intended or future uses. All Open Space Common Areas are to be conveyed to the Homeowners Association (HOA) by the Developer. The HOA will be established by the Developer as a Nonprofit Corporation. The members will be the Hines Conservation Subdivision Lot owners with one (1) vote for each Lot owner in all matters. A Board of Directors will be elected by the homeowners to manage and oversee the business and all other matters of the HOA, including the conservation requirements of the Town.

The structure and guidelines for the HOA will be defined by the Dedications and Restrictions (Deed Restrictions), which will be recorded by the Developer after the Final Plat is approved, as required by the Town. The Covenants Conditions and Restrictions shall set forth all enforcement guidelines.

The maintenance and management of the Common Areas will be the responsibility of the HOA Board of Directors. The Common Areas and their care will be as follows:

1. Zone A – Wooded Natural Open Space

- a. Description:
 - i. Wooded areas with tree coverage ranging from 25-100%.
 - ii. Wooded open space areas may include steep slopes, riparian habitat, and upland wooded habitat.
 - iii. Wooded open space areas are comprised of approximately 27.66 acres.
- b. Maintenance:
 - i. This open space will remain primarily in its natural state with all wildlife habitats virtually undisturbed.
 - ii. Limited clearing and maintenance shall be performed to accommodate improvements within this open space to preserve habitats.
 - iii. Limited grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
 - iv. Heavily treed areas will be under the supervision of an ISA certified arborist or certified forester, retained by the Developer and/or the HOA
 - v. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.
- c. Uses:
 - i. In coordination with the native open space, the wooded open space areas will contribute to the rural vistas and may be used for hiking, wildlife observation, and other passive recreation.

2. Zone B – Native Open Space

- a. Description:
 - i. Open space within the development that lacks significant tree cover. They are not a part of the ancient Cross Timbers habitat, and therefore do not need to be maintained as they are. The plan is to over-seed and maintain the meadows with native grasses and wildflowers, which will be part of the scenic country vistas along FM 1171 and some of the interior open spaces.
 - ii. Native open space areas are comprised of approximately 18.30 acres.
- b. Maintenance:
 - i. Grading may be performed to install passive amenities, including but not limited to decomposed granite trails, sidewalks, infrastructure, equestrian trails or seating areas.
 - ii. Bramble sprouts and under growth may be controlled by cultivation or herbicide.
 - iii. Natural prairie open space will be mowed twice a year during June 15th-30th and November 1st-15th. Mow height shall not remove plant material lower than 8". Mowing may not occur during the blooming cycle.
 - iv. Natural prairie open space will over-seeded with native grasses in the spring and wildflowers in the spring or fall depending on species until such time that the wildflowers and native grasses will replace existing Bermuda grass.
 - v. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.
- c. Uses:
 - i. Scenic views are a significant function for the meadows, and may be used for passive recreation

3. Zone C – Transition Open Space

- a. Description:
 - i. Transition open space may be located adjacent to lots, within landscape buffers, and within trail connections.
 - ii. Semi-manicured open space areas comprised of approximately 15.36 acres.
- b. Maintenance:
 - i. Open space area to be maintained quarterly.
 - ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
 - iii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
- c. Uses:
 - i. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

4. Zone D – Estate Open Space

- a. Description:
 - i. Open space located along streets, adjacent to trails, within landscape buffers, between lots, and within trail connections in open space areas.
 - ii. Estate open space areas comprised of approximately 6.25 acres.
- b. Maintenance:
 - i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
 - ii. Tree canopy areas may be limbed up to and clearing of understory plant material including saplings up to 4" in diameter is allowed.
 - iii. Edge between Bermuda grass and native grasses to be maintained by herbicidal or mechanical means
 - iv. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
 - v. Supervision and maintenance of culverts
- c. Uses:
 - i. Pedestrian access throughout the open space for the residents and guest
 - ii. Private parks and amenities
 - iii. Drainage and utilities

5. Zone E – P.U.D.E.

- a. Description:
 - i. Open space located adjacent to the street ROW and identified on the plans.
 - ii. P.U.D.E. areas are comprised of approximately 2.63 acres.
- b. Maintenance:
 - i. Open space are to be maintained bi-weekly. Regular mowing as needed per seasonal grass growth.
 - ii. All easements are to be planted or maintained with native vegetation. Bar ditches within X-lots are to be sodded with Buffalo sod.
- c. Uses:
 - i. Drainage and utilities

The objective for all areas is to establish a program - which will be embraced by the members of the HOA - to restore the native settings of the meadows, and woodlands, and maintenance of grasslands and then be subject to an ongoing Conservation Program.

The husbandry by the HOA will provide an environment which will be much more than isolated and forgotten woodlands, and meadows, but rather a natural habitat to be preserved, protected and enjoyed by all. Native grasses and wildflowers shall come from species within the Native American Seed company mixes – “Blackland Prairie Mix”, “Shade-Friendly Grass Mix”, and “Native Texas Mix” are all potential options. Grasslands are the enjoyment of use by residents.

Prohibited activities include but are not limited to the removal of protected trees within the open space unless otherwise allowed by town ordinance, burning, dumping or illegal activities as listed in the Town of Flower Mound’s Code of Ordinances.

All open space areas shall be supervised by the Conservation Committee appointed by the HOA Board of Directors. The Conservation Committee will be under the supervision of an ISA certified arborist, certified forester, or by an environmental scientist or biologist to be retained by the HOA. The Conservation Committee will fulfill the conservation covenants as provided in the deed restrictions.

The HOA will be required to go before the ToFM Environmental Conservation Commission (ECC) annually to present an update on the state of the open space areas within this development.

Please refer to the open space plan, the environmental protection plan (EPP), and the Planned Development – 196 (PD-196) for additional clarification.

M:\Projects\HIN\HIN21002\04-Production\Planning and A/E\Exhibits\Planning\CAD\Zoning\HIN21002-OSP.dwg, 10/24/2023 5:03:11 PM, Megan Hatcher

OPEN SPACE CALCULATIONS		
OPEN SPACE CATEGORIES	AREA (AC)	PERCENTAGE
WOODED NATURAL OPEN SPACE	27.66	18.7%
NATIVE OPEN SPACE	18.30	12.4%
TRANSITION OPEN SPACE	15.36	10.4%
ESTATE OPEN SPACE	6.25	4.2%
TOTAL OPEN SPACE	67.57	45.7%

Notes:
1. Parkland acreage required for this development equals 2.49 ac. The acreage of the active park designed on site equals 0.62 ac. (4%-10%).
2. Areas within the floodway are to remain in their natural state.

OPEN SPACE LOTS		
LOT	BLOCK	AREA (AC)
10X	A	14.48
20X	B	31.86
23X	C	15.97
13X	D	1.95
13X	E	3.32
TOTALS		67.57



LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRINGE BUFFER
- 20 FT OFFSET INTO ECO-FRINGE BUFFER
- BAR DITCH AREA WITHIN OPEN SPACE
- LESS BAR DITCH AREA WITHIN OPEN SPACE
- P.U.D.E. AREAS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262
phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT
HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNER

**FM 1171 CONSERVATION
SUBDIVISION**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

REGISTERED LANDSCAPE ARCHITECT
JAMESON P. RUSSELL
2826
STATE OF TEXAS
10/24/2023

REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

OPEN SPACE PLAN
L3.00



TBPE: 19762 TBPLS: 10194440

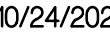
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

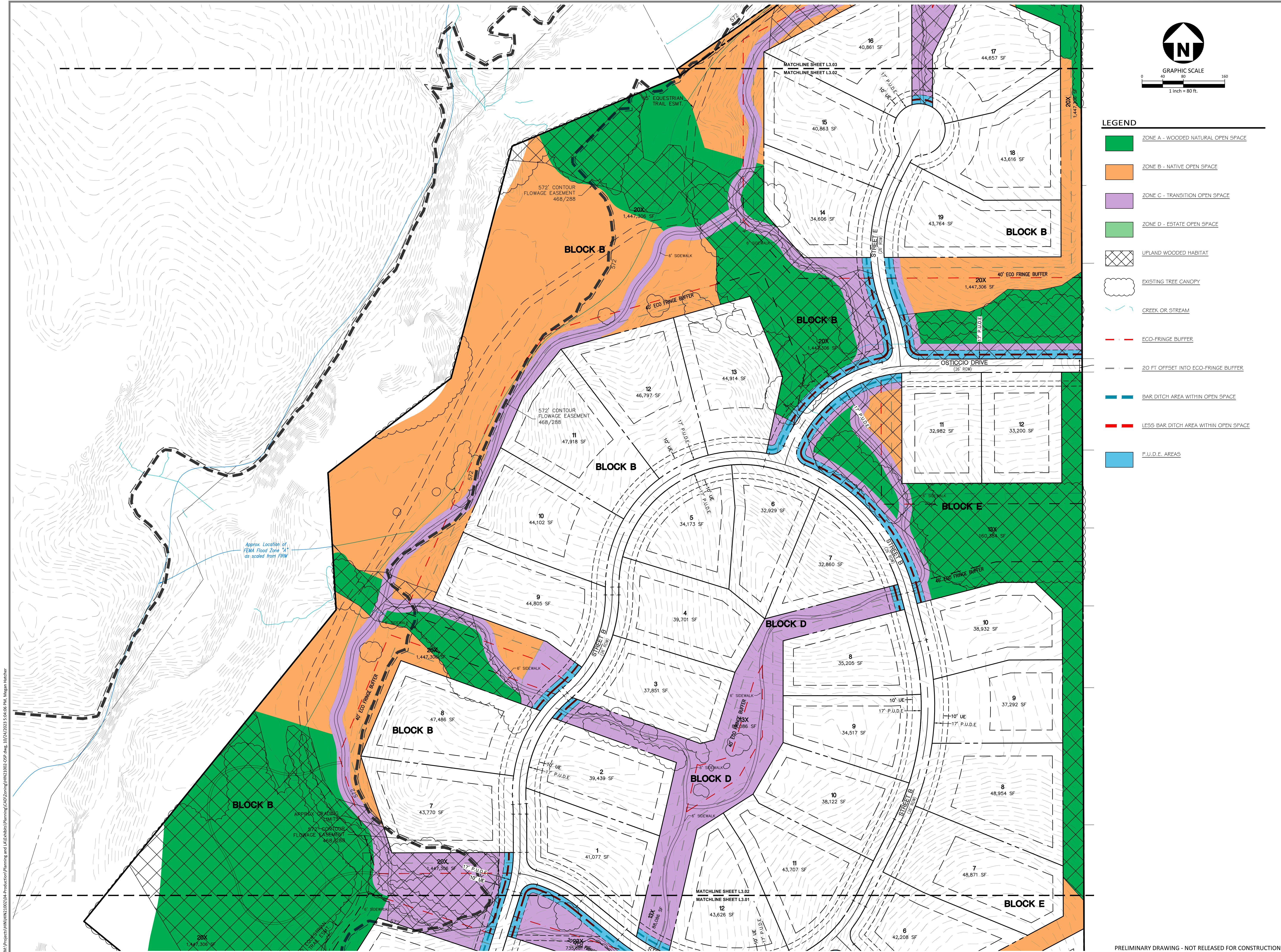
PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.01







McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



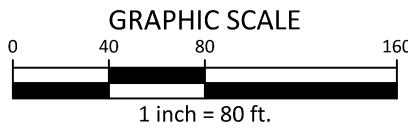
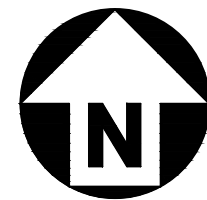
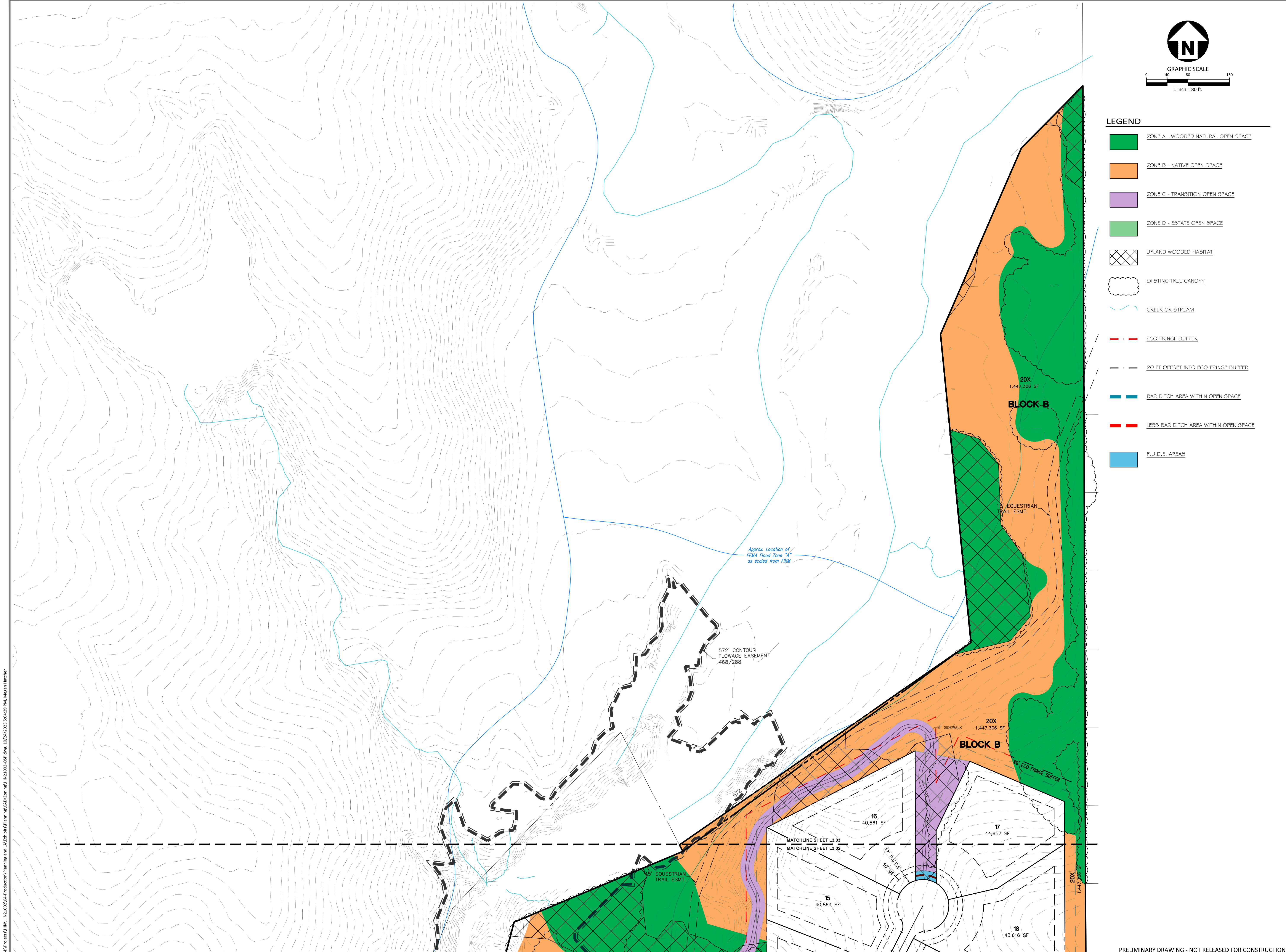
10/24/2023

REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

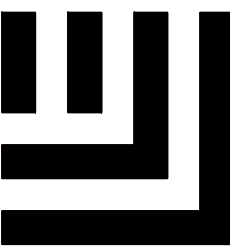
SHEET
OPEN SPACE PLAN
L3.02

M:\Projects\HIN\HIN21002\04-Production\Planning and L&E\Submittal\Planning\CAD\Zoning\HIN21002-OSP.dwg, 10/24/2023 5:04:05 PM, Megan Hatcher



LEGEND

- ZONE A - WOODED NATURAL OPEN SPACE
- ZONE B - NATIVE OPEN SPACE
- ZONE C - TRANSITION OPEN SPACE
- ZONE D - ESTATE OPEN SPACE
- UPLAND WOODED HABITAT
- EXISTING TREE CANOPY
- CREEK OR STREAM
- ECO-FRIDGE BUFFER
- 20 FT OFFSET INTO ECO-FRIDGE BUFFER
- BAR DITCH AREA WITHIN OPEN SPACE
- LESS BAR DITCH AREA WITHIN OPEN SPACE
- P.U.D.E. AREAS



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/24/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-OSP.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

OPEN SPACE PLAN

L3.03



TOWN COUNCIL AGENDA F.5. REGULAR ITEMS

DATE: November 16, 2023
FROM: James Hoefert, Environmental Review Analyst
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0017) for eighteen (18) specimen trees on property proposed for development as FM 1171 Conservation Development. The property is generally located north of Cross Timbers Road and east of U.S. Highway 377. (The Environmental Conservation Commission recommended denial of specimen trees #'s 10, 632, 1274 and 1275 and approval of the remaining fourteen (14) specimen trees proposed for removal by a vote of 6-0-0 at its October 3, 2023, meeting).**

BACKGROUND: The FM 1171 Conservation Development is generally located north of Cross Timbers Road and east of U.S. Highway 377. The site is approximately 148 acres in size. The site is currently zoned for Interim Holding and Agricultural uses and master planned for Cross Timbers Conservation Development District. The applicant is requesting to rezone the property to Planned Development District No. 196 (PD-196) for a conservation development. According to the tree survey for the project, the site contains one hundred thirty-five (135) specimen trees. The applicant is requesting to remove eighteen (18) specimen trees from the site to build a residential subdivision. The specimen trees proposed for removal are all in good condition and are located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 818" of replacement trees, equaling 273 three-inch caliper trees, will be required for the removal of the eighteen (18) specimen trees on this site. In addition, protected trees removed from the buildable area will also require replacement at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the record plat application – once final engineering has been completed for the project. The developer is proposing to preserve a significant number of existing protected trees and specimen trees on the site, so there will be credits available for the preservation of those trees.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its October 3, 2023, meeting. The ECC recommended denial for specimen tree #'s 10, 632, 1274 and 1275 and approval of the remaining fourteen (14) specimen trees proposed for removal. The ECC meeting can be viewed at:
<https://flowermoundtx.new.swagit.com/videos/273157>

As of November 6, 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. Specimen tree removal permit application
3. Photographs of the specimen trees proposed for removal
4. Tree Survey without aerial
5. Tree survey with aerial

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

August 30, 2023

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

Reference: Specimen Tree Removal Permit Application
FM 1171 Conservation Development
Approximately 148 Acres
Town of Flower Mound
Denton County, Texas

Dear Mr. Hoefert,

On behalf of the developer on the aforementioned property, we are requesting permission to remove (18) specimen trees (as outlined in the attached tree survey), as defined in the Town of Flower Mound Tree Preservation Code. The trees being requested to be removed are due to site conditions and staff request, which thereby means 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	135 trees
Specimen trees to be removed	18 trees

Due to a culmination of preexisting conditions, Town of Flower Mound Engineering Standards, Code requirements, and Environmental Staff requests, the (18) specimen trees are not able to be saved. The site plan presented appears to be the most beneficial after considering all the site constraints and opportunities. The Town has instructed the applicant to request permission to remove all of these specimen trees at one time in lieu of making the final determination during individual lot grading plans.

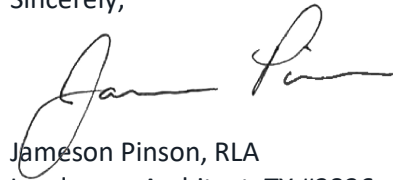
The following specimen trees are requested to be removed due to site constraints:

1	Tree #10	22" Post Oak
2	Tree #20	22" Blackjack Oak
3	Tree #632	27" Post Oak
4	Tree #1243	22" Post Oak
5	Tree #1254	22" Post Oak
6	Tree #1263	27" Post Oak
7	Tree #1270	22" Post Oak
8	Tree #1274	22" Post Oak
9	Tree #1275	22" Post Oak
10	Tree #1276	20" Blackjack Oak

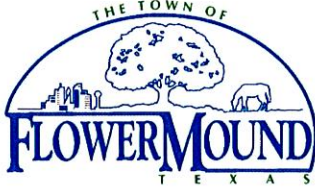
11	Tree #1277	27" Post Oak
12	Tree #1279	22" Post Oak
13	Tree #1292	20" Cedar Elm
14	Tree #1293	19" Cedar Elm
15	Tree #1295	26" Post Oak
16	Tree #1341	25" Cedar Elm
17	Tree #1343	19" Cedar Elm
18	Tree #1353	23" Cedar Elm

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

Sincerely,



Jameson Pinson, RLA
Landscape Architect, TX #2826



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:

Jameson Pinson

Address:

201 Country View Drive, Roanoke, TX 76262

Phone:

940-240-1012

Applicant's Legal Interest in the Property:

Landscape Architect for Hines Land Development

2. Property Owner(s)

Name(s): Robert W. Witte

Address: 2700 Commerce Street, Suite 1600
Dallas, TX 75226

3. Location and Legal Description of Property:

FM 1171 Conservation Development

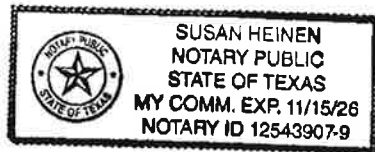
9800 Cross Timbers Road, Flower Mound, TX

Lots 1-9 & 10X-11X, Block A, Lots 1-19 & 20X, Block B, Lots 1-22 & 23X, Block C, Lots 1-12 & 13X, Block D, Lots 1-12 & 13X, Block E, and Lot 1X, Block F, 148.008 Acres

4. Owner's Authorization of Representation

I, Robert W. Witte, the owner of the above described real property, do hereby authorize Jameson Pinson 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.

see attached



Signature of Owner

Given Under My Hand and Seal of Office
This the 3 Day of August, 20 23

Susan Heinen

Notary Public

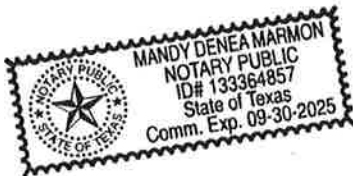
In and For Dallas County, Texas.

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 Jameson Pinson, 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.

Jameson Pinson

Signature of Applicant



Landscape Architect License No. 2826
State of Licensure Texas

Or ISA Certified Arborist No. _____

Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 4 Day of August, 20 23

Mandy Marmon

Notary Public

In and For Denton County, Texas

6. Received by Town of Flower Mound on (Date) 8/4/2023 by
(initials) JRH

FURST RANCH I INVESTORS LP

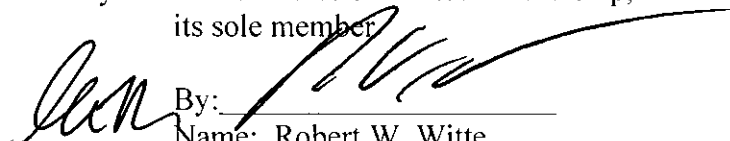
a Delaware limited partnership

By: Furst Ranch I Investors GP LLC,
its general partner

By: Hines Furst Ranch I Associates LP,
its sole member

By: Hines Furst Ranch I GP LLC,
its sole general partner

By: Hines Interests Limited Partnership,
its sole member


By: _____
Name: Robert W. Witte
Title: Senior Managing Director

Hines Conservation -
Specimen trees proposed for removal

Tree #10 – 22" post oak



Tree #20 – 22" blackjack oak



Tree #632 – 27" post oak



Tree #1243 – 22" post oak



Tree #1254 – 22" post oak



Tree #1263 – 27" post oak



Tree #1270 – 22" post oak



Tree #1274 – 22" post oak





Tree #1292 – 20" cedar elm



Tree #1293 – 19" cedar elm



Tree #1295 – 26" post oak



Tree #1341 – 25" cedar elm





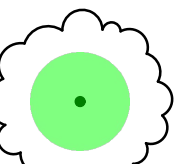
\\projects\hmn\hmn1002\04-Production\Planning and LA\Exhibits\Planning\CAD\Drawings\HIN21002-TS.dwg, 10/30/2023, 4:15:46 PM, Megan Hatcher



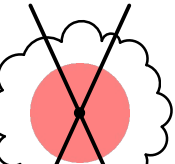


GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

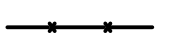
LEGEND



SPECIMEN TREE TO BE SAVED



SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE



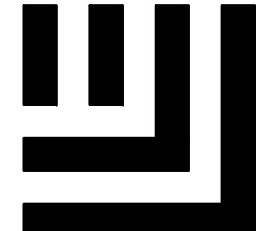
UPLAND WOODED HABITAT



RIPARIAN HABITAT

Notes:

1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

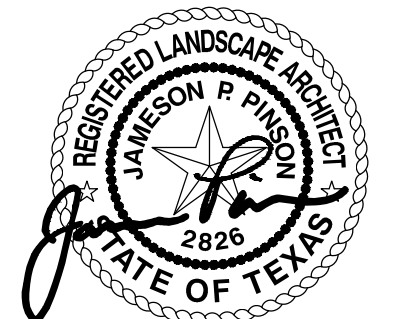


McAdams
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262
phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT
HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/30/2023

REVISIONS		
NO.	DATE	DESCRIPTION

PLAN INFORMATION	
PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET
SPECIMEN TREE SURVEY

L1.00



phone 940. 240. 1012
fax 972. 436. 9715
BPE: 19762 TBPLS: 10194

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

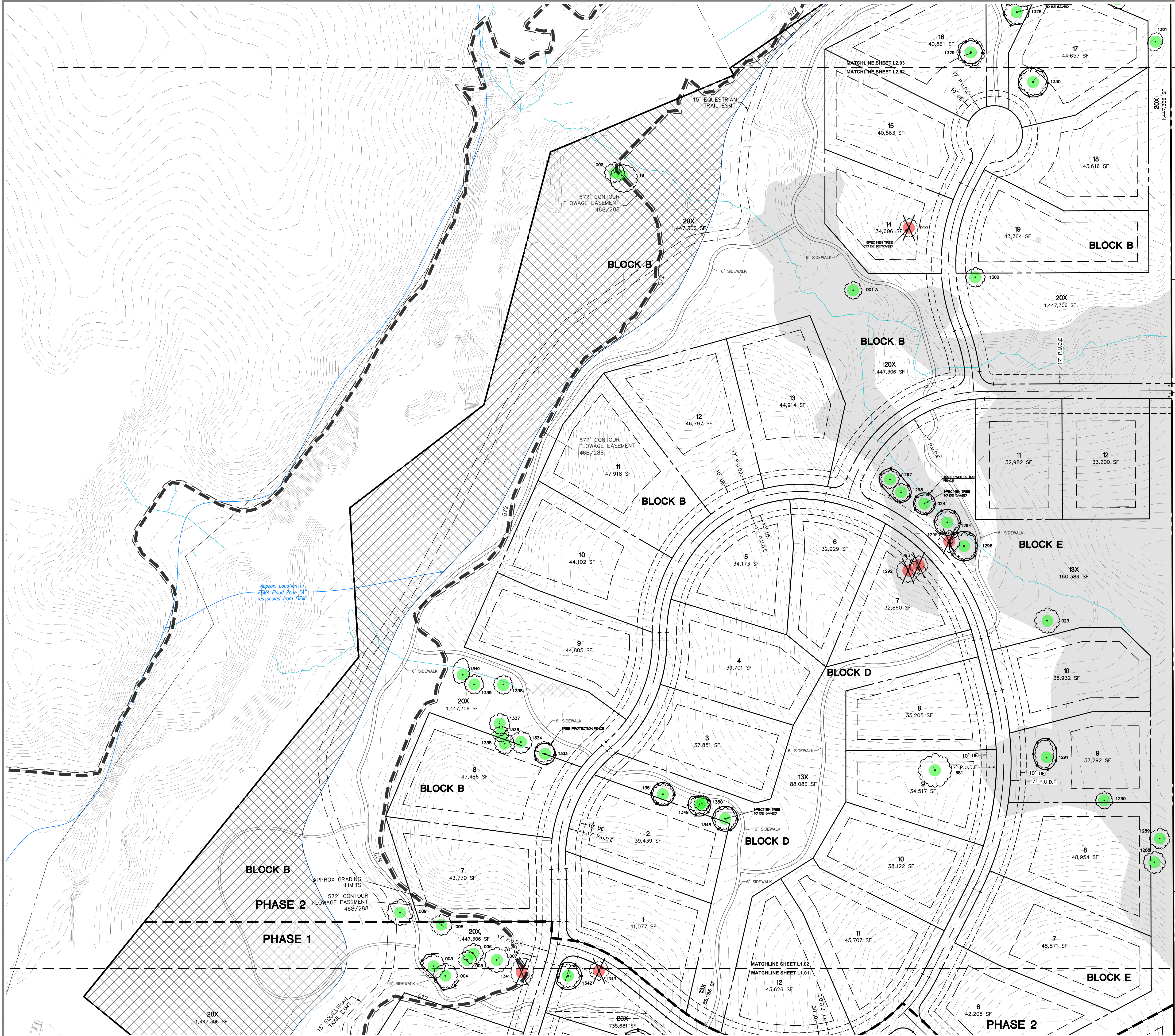
SPECIMEN TREE SURVEY

L1.01



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

\\projects\hinh\1002\04-Production\Planning and LA\Exhibits\Planning\CAD\Drawings\HIN21002-TS.dwg, 10/30/2023 4:16:22 PM, Megan Hatcher



GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

SPECIMEN TREE TO BE SAVED

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

UPLAND WOODED HABITAT

RIPARIAN HABITAT

Notes:

1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

10/30/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

L1.02



TBPE: 19762 TBPLS: 10194440

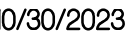
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

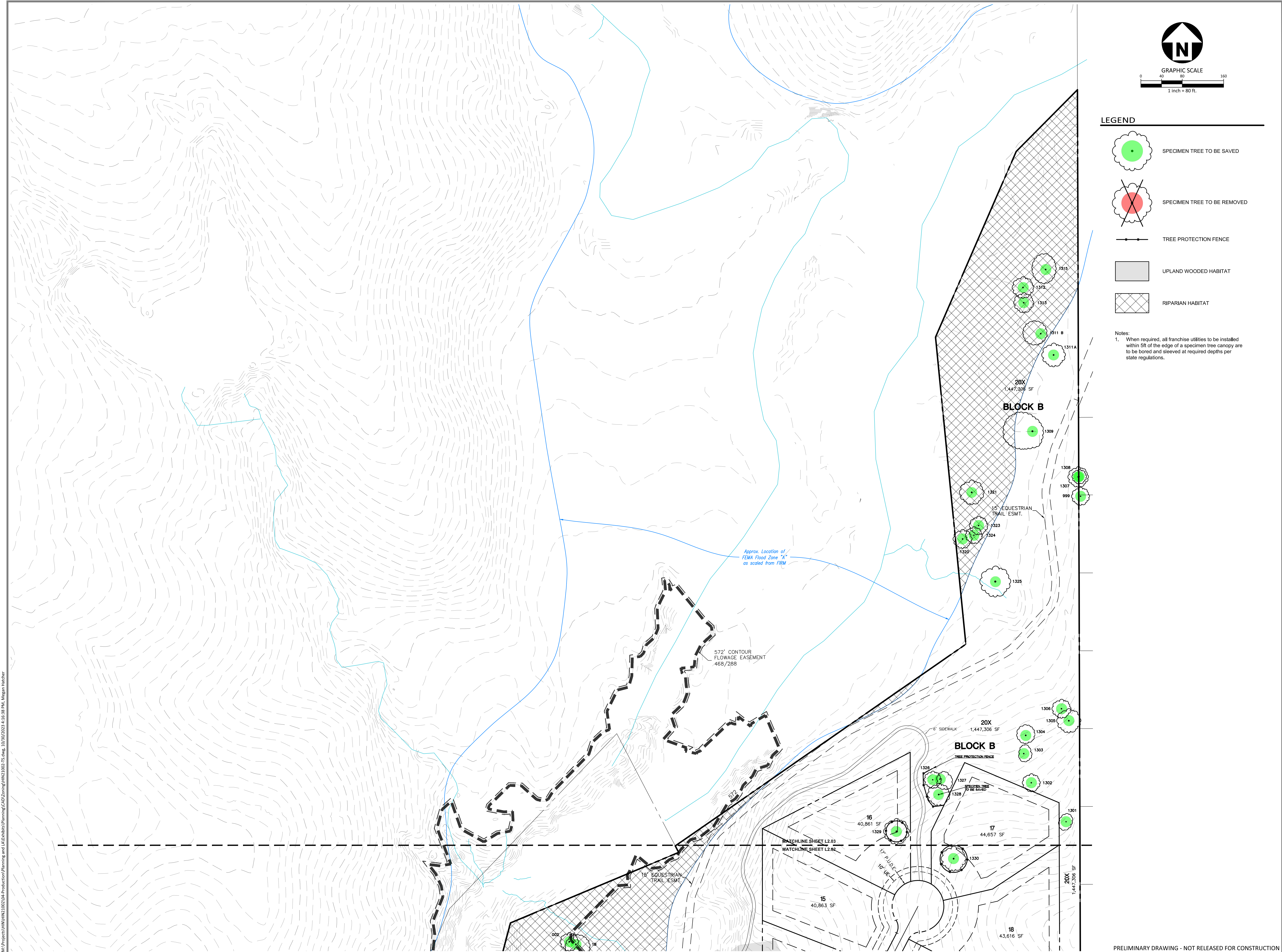
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

L1.03



\\A:\Projects\HIN\HIN21002\04-Production\Planning and JAL\Exhibits\Planning\CAD\Doning\HIN21002-TS.dwg, 2/20/2022 4:16:40 PM, Megan Hatcher

TREE CHART

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
1	1 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
2	1 B	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
3	2	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
4	3	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
5	4	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
6	5	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
7	6	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
8	7	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
9	8	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
10	9	29	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
11	10	22	POST OAK	Quercus stellata	YES	22	YES	GOOD
12	12 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
13	12 B	22	POST OAK	Quercus stellata	NO		NO	GOOD
14	13	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
15	14	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
16	15	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
17	16	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
18	18	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
19	19	24	POST OAK	Quercus stellata	NO		YES	POOR-CAVITY, 30% DEAD
20	20	22	BLACK JACK OAK	Quercus marilandica	YES	22	NO	GOOD
21	22	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
22	23	24	POST OAK	Quercus stellata	NO		YES	GOOD
23	24	20	POST OAK	Quercus stellata	NO		YES	GOOD
24	632	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
25	681	22	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
26	999	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
27	1235	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
28	1236	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
29	1237	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
30	1238	28	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
31	1239	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
32	1240	26	POST OAK	Quercus stellata	NO		NO	GOOD
33	1241	22	POST OAK	Quercus stellata	NO		YES	GOOD
34	1242	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
35	1243	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
36	1244	26	POST OAK	Quercus stellata	NO		YES	GOOD
37	1245	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
38	1246	25	POST OAK	Quercus stellata	NO		YES	GOOD
39	1247	24	POST OAK	Quercus stellata	NO		YES	GOOD
40	1248	27	POST OAK	Quercus stellata	NO		YES	GOOD
41	1249	22	POST OAK	Quercus stellata	NO		YES	GOOD
42	1250	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
43	1251	22	POST OAK	Quercus stellata	NO		YES	GOOD
44	1252	32	POST OAK	Quercus stellata	NO		YES	GOOD
45	1253	24	POST OAK	Quercus stellata	NO		YES	GOOD
46	1254	22	POST OAK	Quercus stellata	YES	22	YES	GOOD
47	1255	25	POST OAK	Quercus stellata	NO		NO	GOOD
48	1256	22	POST OAK	Quercus stellata	NO		NO	GOOD
49	1257	22	POST OAK	Quercus stellata	NO		NO	GOOD
50	1258	25	POST OAK	Quercus stellata	NO		NO	GOOD
51	1259	24	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
52	1260	23	POST OAK	Quercus stellata	NO		NO	GOOD
53	1261	22	POST OAK	Quercus stellata	NO		NO	GOOD
54	1262	29	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
55	1263	27	POST OAK	Quercus stellata	YES	27	YES	GOOD
56	1264	22	POST OAK	Quercus stellata	NO		NO	GOOD
57	1265	21	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
58	1266 A	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
59	1266 B	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
60	1270	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
61	1272	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
62	1273	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
63	1274	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
64	1275	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
65	1276	20	BLACK JACK OAK	Quercus marilandica	YES	20	NO	GOOD
66	1277	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
67	1278	30	TEXAS ASH	Fraxinus texensis	NO		NO	GOOD
68	1279	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
69	1280	22	POST OAK	Quercus stellata	NO		NO	GOOD
70	1281	24	POST OAK	Quercus stellata	NO		NO	GOOD
71	1282	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
72	1283	23	POST OAK	Quercus stellata	NO		NO	GOOD
73	1284	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
74	1285	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
75	1286	26	POST OAK	Quercus stellata	NO		NO	GOOD
76	1287	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
77	1288	22	POST OAK	Quercus stellata	NO		YES	GOOD
78	1289	24	POST OAK	Quercus stellata	NO		YES	GOOD
79	1290	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
80	1291	22	POST OAK	Quercus stellata	NO		YES	GOOD
81	1292	20	CEDAR ELM	Ulmus crassifolia	YES	20	YES	GOOD
82	1293	19	CEDAR ELM	Ulmus crassifolia	YES	19	YES	GOOD
83	1294	23	POST OAK	Quercus stellata	NO		YES	GOOD
84	1295	26	POST OAK	Quercus stellata	YES	26	NO	GOOD
85	1296	27	POST OAK	Quercus stellata	NO		YES	GOOD
86	1297	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
87	1298	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
88	1300	23	POST OAK	Quercus stellata	NO		NO	GOOD
89	1301	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
90	1302	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
91	1303	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
92	1304	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
93	1305	27	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
94	1306	20	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
95	1307	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
96	1308	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
97	1309	40	PECAN	Carya illinoinensis	NO		NO	GOOD
98	1311 A	30	PECAN	Carya illinoinensis	NO		NO	GOOD
99	1311 B	30	PECAN	Carya illinoinensis	NO		NO	GOOD
100	1312	26	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
101	1313	24	PECAN	Carya illinoinensis	NO		NO	GOOD
102	1315	30	PECAN	Carya illinoinensis	NO		NO	GOOD
103	1320	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
104	1321	32	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
105	1323	31	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
106	1324	32	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
107	1325	35	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
108	1326	22	POST OAK	Quercus stellata	NO		YES	GOOD
109	1327	24	POST OAK	Quercus stellata	NO		YES	GOOD
110	1328	26	POST OAK	Quercus stellata	NO		YES	GOOD
111	1329	23	POST OAK	Quercus stellata	NO		YES	GOOD
112	1330	30	POST OAK	Quercus stellata	NO		YES	POOR-MAIN TRUNK GONE
113	1333	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
114	1334	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
115	1335	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
116	1336	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
117	1337	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
118	1338	23	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
119	1339	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
120	1340	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
121	1341	25	CEDAR ELM	Ulmus crassifolia	YES	25	YES	GOOD
122	1342	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
123	1343	19	CEDAR ELM	Ulmus crassifolia	YES	19	NO	GOOD
124	1344	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
125	1345	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
126	1346	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
127	1347	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
128	1348	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
129	1349	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
130	1350	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
131	1351	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
132	1352	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
133	1353	23	CEDAR ELM	Ulmus crassifolia	YES	23	YES	GOOD
134	1355	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
135	1567	20	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
						409		

MITIGATION CALCULATIONS	
Total # of specimen trees:	135
Specimen trees to be removed:	18
Specimen tree cal. Inches removed:	409
Specimen tree mitigation (2x cal. Inches removed):	818



McADAMS

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	10. 09. 2023

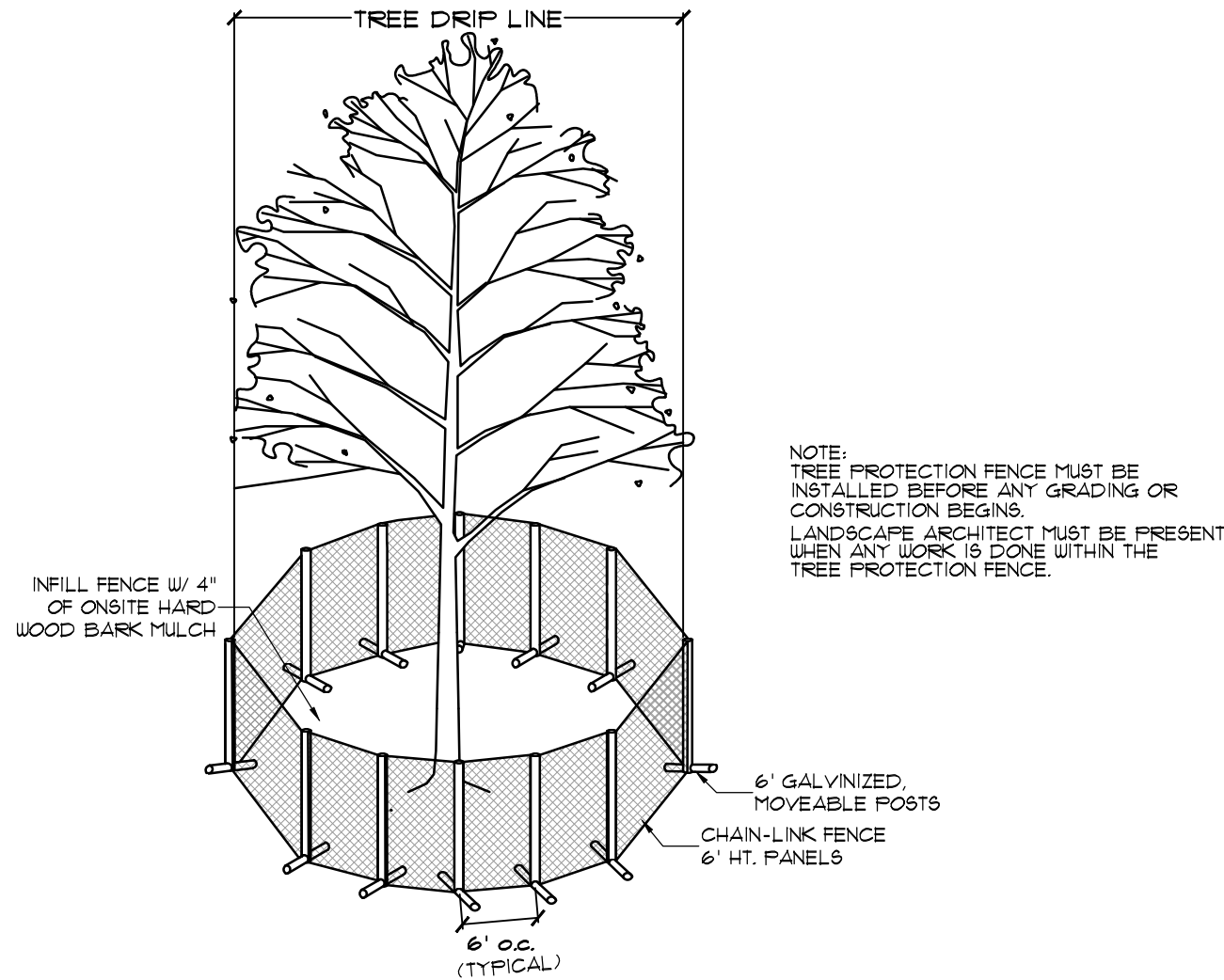
SHEET

SPECIMEN TREE CHART

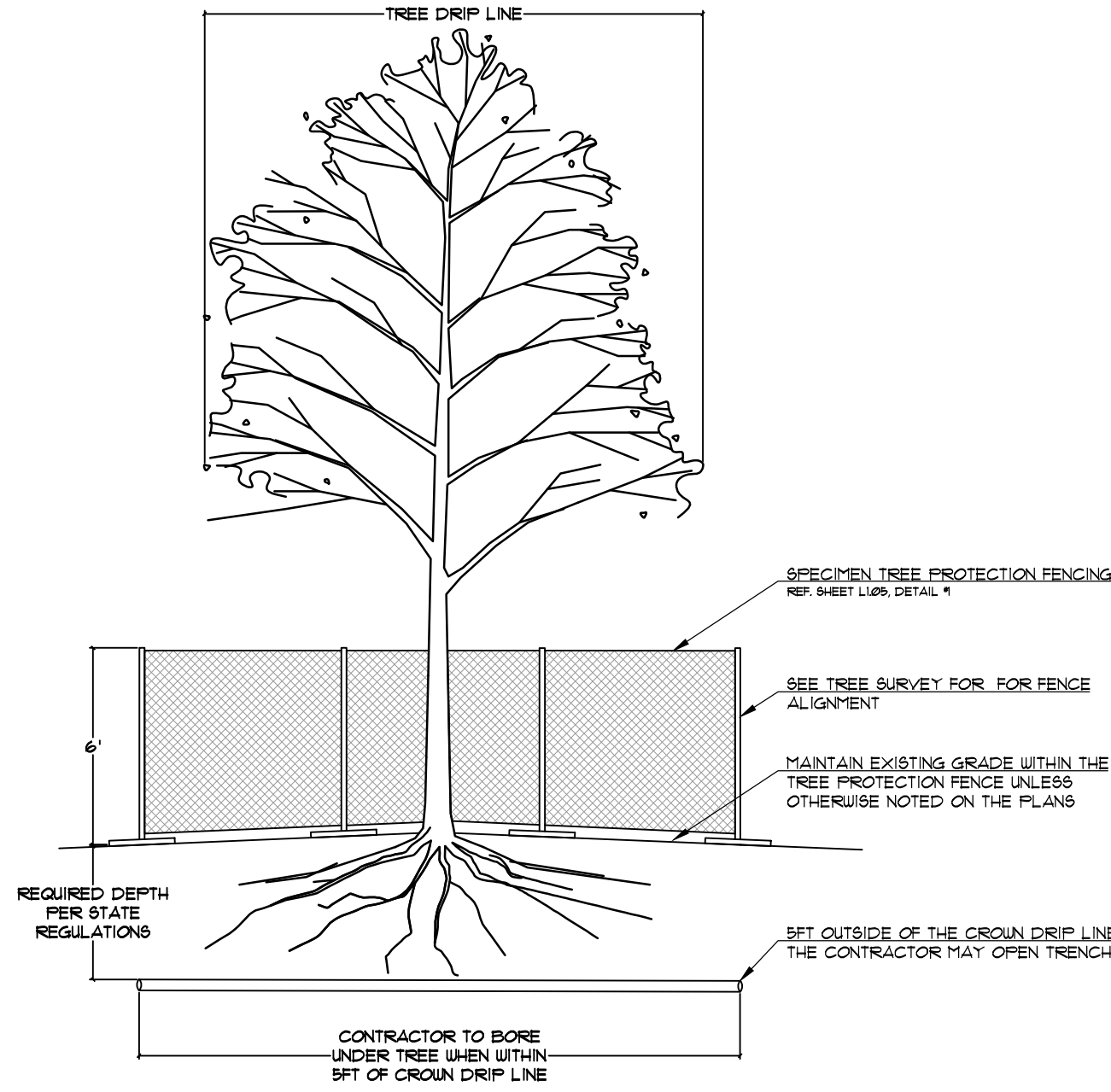
L1.04

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. 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 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 grater 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 in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
NTS



2. BORING UNDER EXISTING TREE
1"=5'



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamscsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



10/30/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

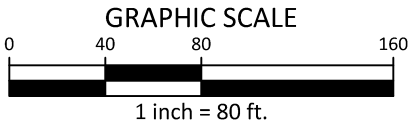
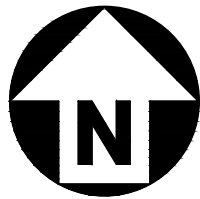
PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	10. 09. 2023

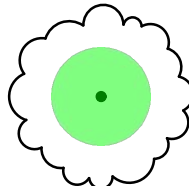
SHEET

SPECIMEN TREE NOTES
& DETAILS

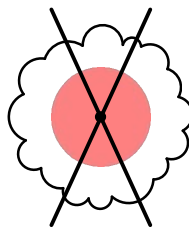
L1.05



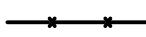
LEGEND



SPECIMEN TREE TO BE SAVED



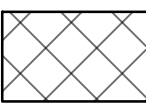
SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE

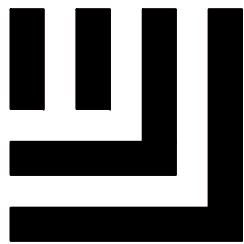


UPLAND WOODED HABITAT



RIPARIAN HABITAT

- Notes:
- When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



11/6/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

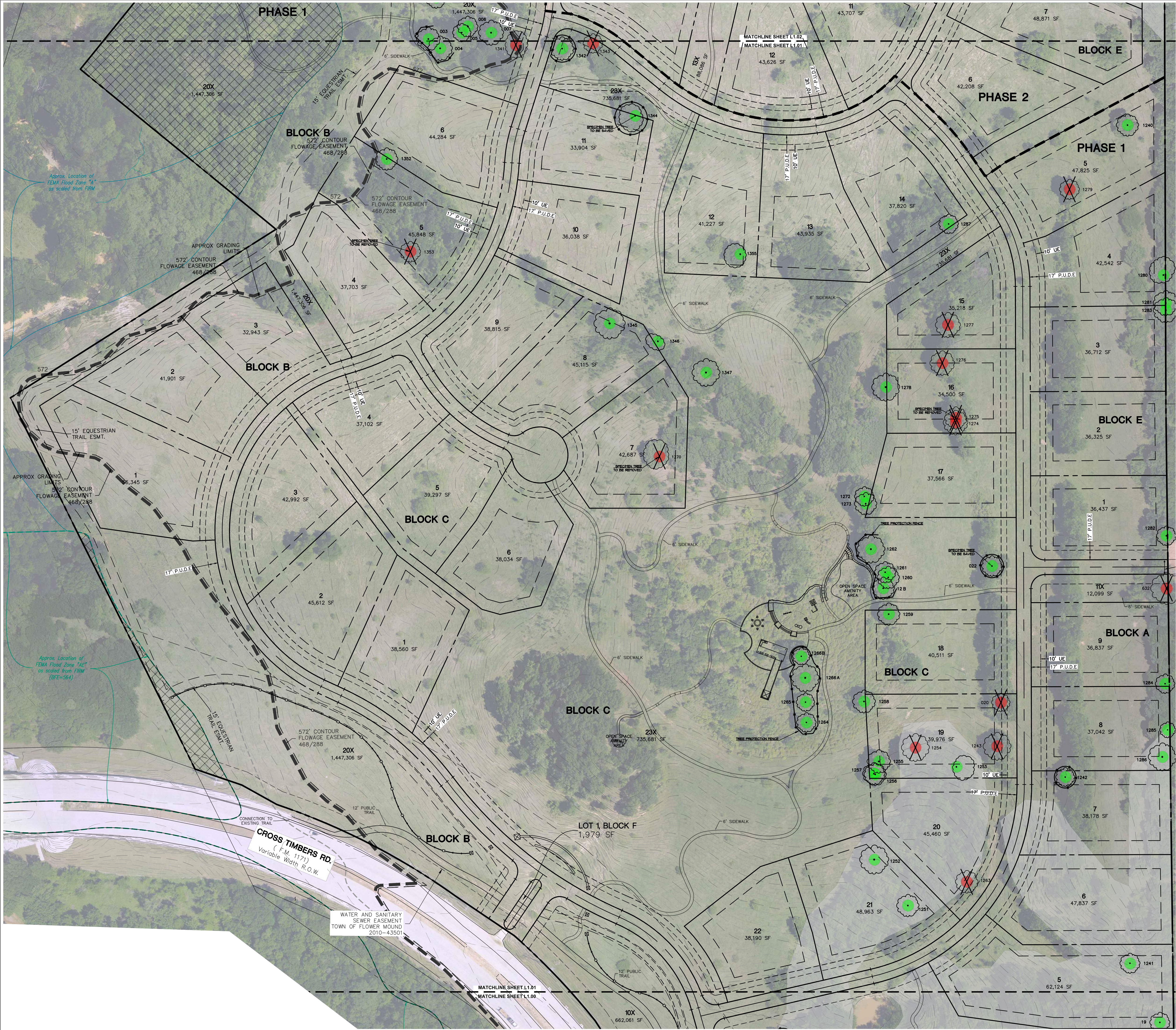
SHEET

SPECIMEN TREE SURVEY

L1.00

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\HIN21002\04-Production\Planning and LA\Exhibits\Planning\CAD\Drawings\HIN21002-TS.dwg, 11/6/2023 3:19:55 PM, Megan Hatcher





GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

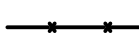
LEGEND



SPECIMEN TREE TO BE SAVED



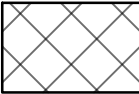
SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE



UPLAND WOODED HABITAT



RIPARIAN HABITAT

Notes:

- When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

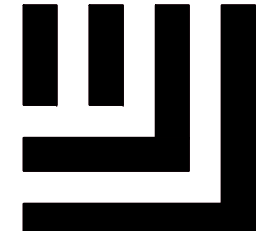
PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

L1.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262
phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

**FM 1171 CONSERVATION
SUBDIVISION**

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



11/6/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

L1.01

Page 143 of 150

\\projects\hinh\100104-Production\Planning and Exhibits\Planning\CD\001\HIN21002-TS.dwg, 11/6/2023 3:20:31 PM, Megan Hatcher



GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

LEGEND

SPECIMEN TREE TO BE SAVED

SPECIMEN TREE TO BE REMOVED

TREE PROTECTION FENCE

UPLAND WOODED HABITAT

RIPARIAN HABITAT

Notes:

1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

11/6/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

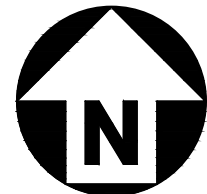
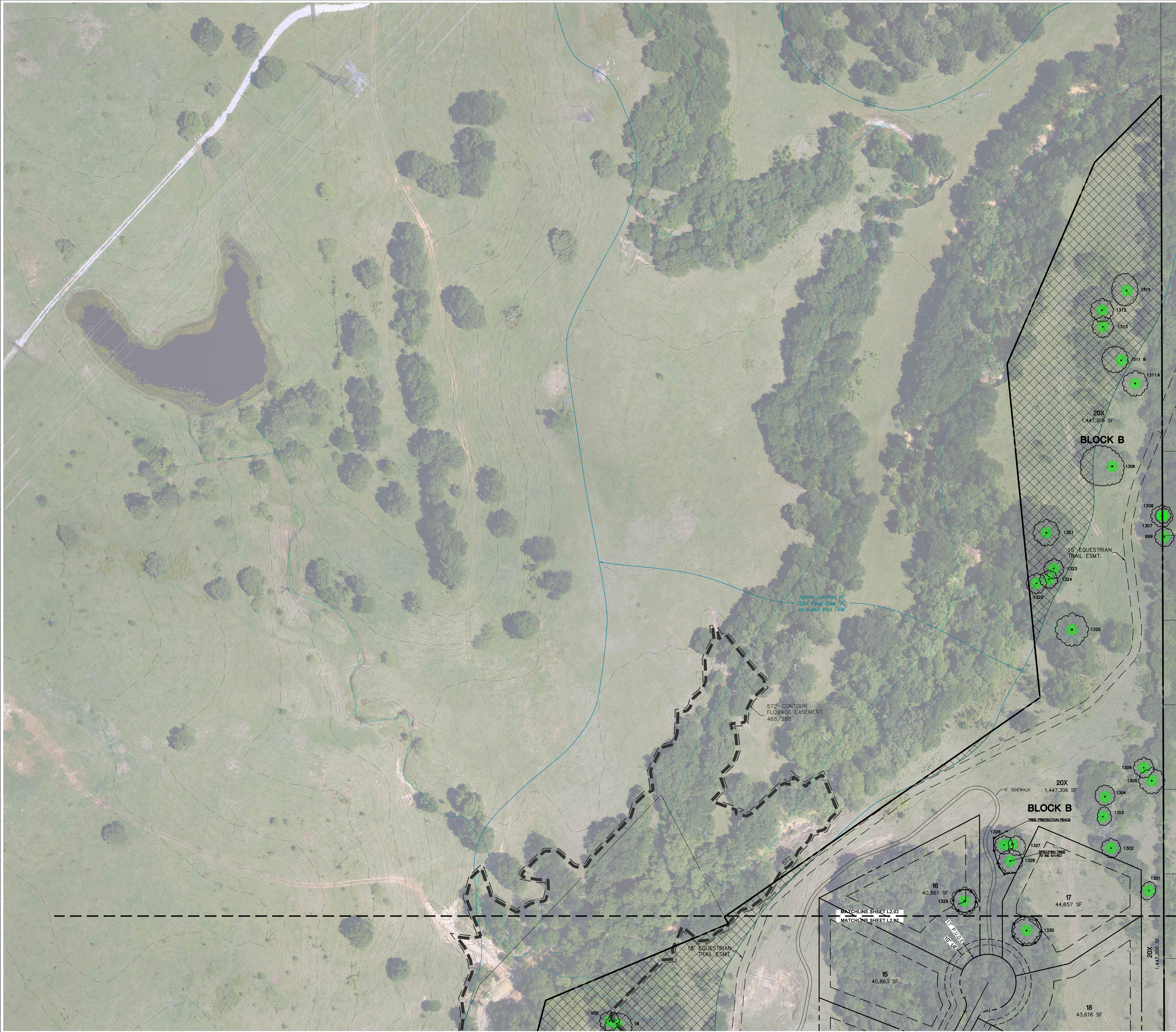
PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

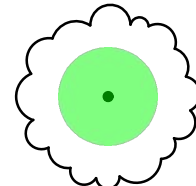
L1.02

M:\Projects\HIN\HIN21002\04-Production\Planning and LAs\Exhibits\Planning\CAD\Drawings\HIN21002-TS.dwg, 11/6/2023 3:21:05 PM, Megan Hatcher

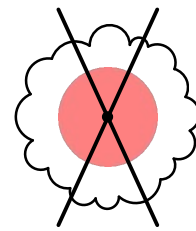


GRAPHIC SCALE
0 40 80 160
1 inch = 80 ft.

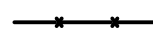
LEGEND



SPECIMEN TREE TO BE SAVED



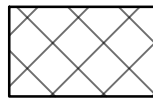
SPECIMEN TREE TO BE REMOVED



TREE PROTECTION FENCE



UPLAND WOODED HABITAT



RIPARIAN HABITAT

Notes:
1. When required, all franchise utilities to be installed within 5ft of the edge of a specimen tree canopy are to be bored and sleeved at required depths per state regulations.



MCADAMS

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



11/6/2023

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	80 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE SURVEY

L1.03

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

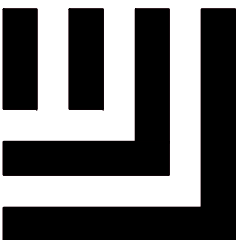
\\A:\Projects\HIN\HIN21002\04-Production\Planning and JAL\Exhibits\Planning\CAD\onimg\HIN21002-TS.dwg, 11/6/2023 3:21:07 PM, Megan Hatcher

TREE CHART

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
1	1 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
2	1 B	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
3	2	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
4	3	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
5	4	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
6	5	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
7	6	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
8	7	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
9	8	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
10	9	29	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
11	10	22	POST OAK	Quercus stellata	YES	22	YES	GOOD
12	12 A	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
13	12 B	22	POST OAK	Quercus stellata	NO		NO	GOOD
14	13	22	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
15	14	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
16	15	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
17	16	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
18	18	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
19	19	24	POST OAK	Quercus stellata	NO		YES	POOR-CAVITY, 30% DEAD
20	20	22	BLACK JACK OAK	Quercus marilandica	YES	22	NO	GOOD
21	22	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
22	23	24	POST OAK	Quercus stellata	NO		YES	GOOD
23	24	20	POST OAK	Quercus stellata	NO		YES	GOOD
24	632	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
25	681	22	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
26	999	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
27	1235	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
28	1236	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
29	1237	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
30	1238	28	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
31	1239	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
32	1240	26	POST OAK	Quercus stellata	NO		NO	GOOD
33	1241	22	POST OAK	Quercus stellata	NO		YES	GOOD
34	1242	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
35	1243	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
36	1244	26	POST OAK	Quercus stellata	NO		YES	GOOD
37	1245	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
38	1246	25	POST OAK	Quercus stellata	NO		YES	GOOD
39	1247	24	POST OAK	Quercus stellata	NO		YES	GOOD
40	1248	27	POST OAK	Quercus stellata	NO		YES	GOOD
41	1249	22	POST OAK	Quercus stellata	NO		YES	GOOD
42	1250	24	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
43	1251	22	POST OAK	Quercus stellata	NO		YES	GOOD
44	1252	32	POST OAK	Quercus stellata	NO		YES	GOOD
45	1253	24	POST OAK	Quercus stellata	NO		YES	GOOD
46	1254	22	POST OAK	Quercus stellata	YES	22	YES	GOOD
47	1255	25	POST OAK	Quercus stellata	NO		NO	GOOD
48	1256	22	POST OAK	Quercus stellata	NO		NO	GOOD
49	1257	22	POST OAK	Quercus stellata	NO		NO	GOOD
50	1258	25	POST OAK	Quercus stellata	NO		NO	GOOD
51	1259	24	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
52	1260	23	POST OAK	Quercus stellata	NO		NO	GOOD
53	1261	22	POST OAK	Quercus stellata	NO		NO	GOOD
54	1262	29	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
55	1263	27	POST OAK	Quercus stellata	YES	27	YES	GOOD
56	1264	22	POST OAK	Quercus stellata	NO		NO	GOOD
57	1265	21	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
58	1266 A	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
59	1266 B	20	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
60	1270	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
61	1272	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
62	1273	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
63	1274	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
64	1275	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
65	1276	20	BLACK JACK OAK	Quercus marilandica	YES	20	NO	GOOD
66	1277	27	POST OAK	Quercus stellata	YES	27	NO	GOOD
67	1278	30	TEXAS ASH	Fraxinus texensis	NO		NO	GOOD
68	1279	22	POST OAK	Quercus stellata	YES	22	NO	GOOD
69	1280	22	POST OAK	Quercus stellata	NO		NO	GOOD
70	1281	24	POST OAK	Quercus stellata	NO		NO	GOOD
71	1282	22	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
72	1283	23	POST OAK	Quercus stellata	NO		NO	GOOD
73	1284	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD
74	1285	19	BLACK JACK OAK	Quercus marilandica	NO		NO	GOOD

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	MITIGATION	UWH	CONDITION
75	1286	26	POST OAK	Quercus stellata	NO		NO	GOOD
76	1287	19	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
77	1288	22	POST OAK	Quercus stellata	NO		YES	GOOD
78	1289	24	POST OAK	Quercus stellata	NO		YES	GOOD
79	1290	20	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
80	1291	22	POST OAK	Quercus stellata	NO		YES	GOOD
81	1292	20	CEDAR ELM	Ulmus crassifolia	YES	20	YES	GOOD
82	1293	19	CEDAR ELM	Ulmus crassifolia	YES	19	YES	GOOD
83	1294	23	POST OAK	Quercus stellata	NO		YES	GOOD
84	1295	26	POST OAK	Quercus stellata	YES	26	NO	GOOD
85	1296	27	POST OAK	Quercus stellata	NO		YES	GOOD
86	1297	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
87	1298	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
88	1300	23	POST OAK	Quercus stellata	NO		NO	GOOD
89	1301	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
90	1302	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
91	1303	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
92	1304	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
93	1305	27	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
94	1306	20	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
95	1307	24	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
96	1308	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
97	1309	40	PECAN	Carya illinoinensis	NO		NO	GOOD
98	1311 A	30	PECAN	Carya illinoinensis	NO		NO	GOOD
99	1311 B	30	PECAN	Carya illinoinensis	NO		NO	GOOD
100	1312	26	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
101	1313	24	PECAN	Carya illinoinensis	NO		NO	GOOD
102	1315	30	PECAN	Carya illinoinensis	NO		NO	GOOD
103	1320	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
104	1321	32	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
105	1323	31	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
106	1324	32	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
107	1325	35	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
108	1326	22	POST OAK	Quercus stellata	NO		YES	GOOD
109	1327	24	POST OAK	Quercus stellata	NO		YES	GOOD
110	1328	26	POST OAK	Quercus stellata	NO		YES	GOOD
111	1329	23	POST OAK	Quercus stellata	NO		YES	GOOD
112	1330	30	POST OAK	Quercus stellata	NO		YES	POOR-MAIN TRUNK GONE
113	1333	21	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
114	1334	24	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
115	1335	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
116	1336	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
117	1337	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
118	1338	23	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
119	1339	23	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
120	1340	19	CEDAR ELM	Ulmus crassifolia	NO		YES	GOOD
121	1341	25	CEDAR ELM	Ulmus crassifolia	YES	25	YES	GOOD
122	1342	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
123	1343	19	CEDAR ELM	Ulmus crassifolia	YES	19	NO	GOOD
124	1344	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
125	1345	30	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
126	1346	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
127	1347	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
128	1348	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
129	1349	20	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
130	1350	19	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
131	1351	21	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
132	1352	24	CEDAR ELM	Ulmus crassifolia	NO		NO	FAIR
133	1353	23	CEDAR ELM	Ulmus crassifolia	YES	23	YES	GOOD
134	1355	22	CEDAR ELM	Ulmus crassifolia	NO		NO	GOOD
135	1567	20	CEDAR ELM	Ulmus crassifolia	NO		YES	FAIR
						409		

MITIGATION CALCULATIONS	
Total # of specimen trees:	135
Specimen trees to be removed:	18
Specimen tree cal. Inches removed:	409
Specimen tree mitigation (2x cal. Inches removed):	818



McADAMS

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	10. 09. 2023

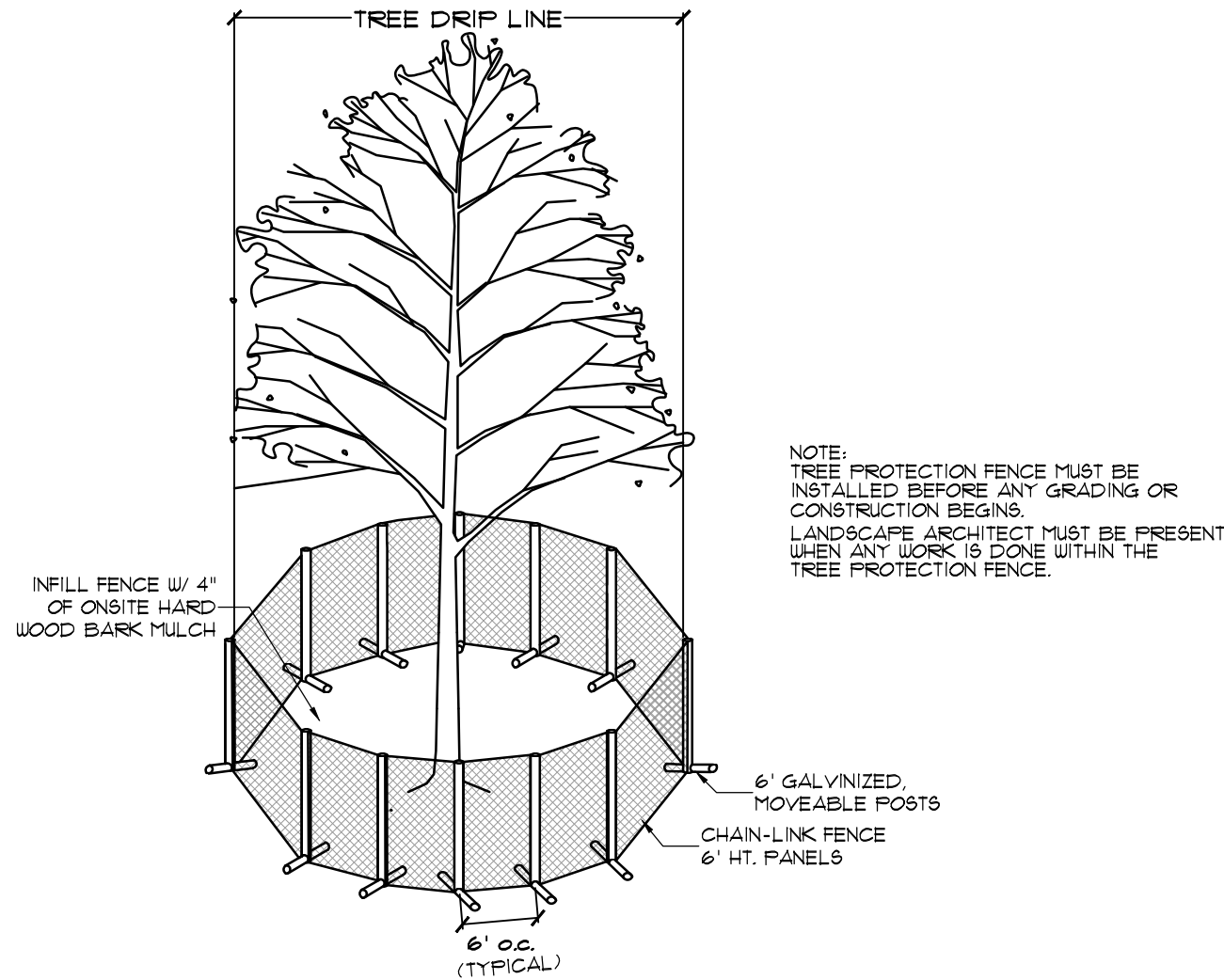
SHEET

SPECIMEN TREE CHART

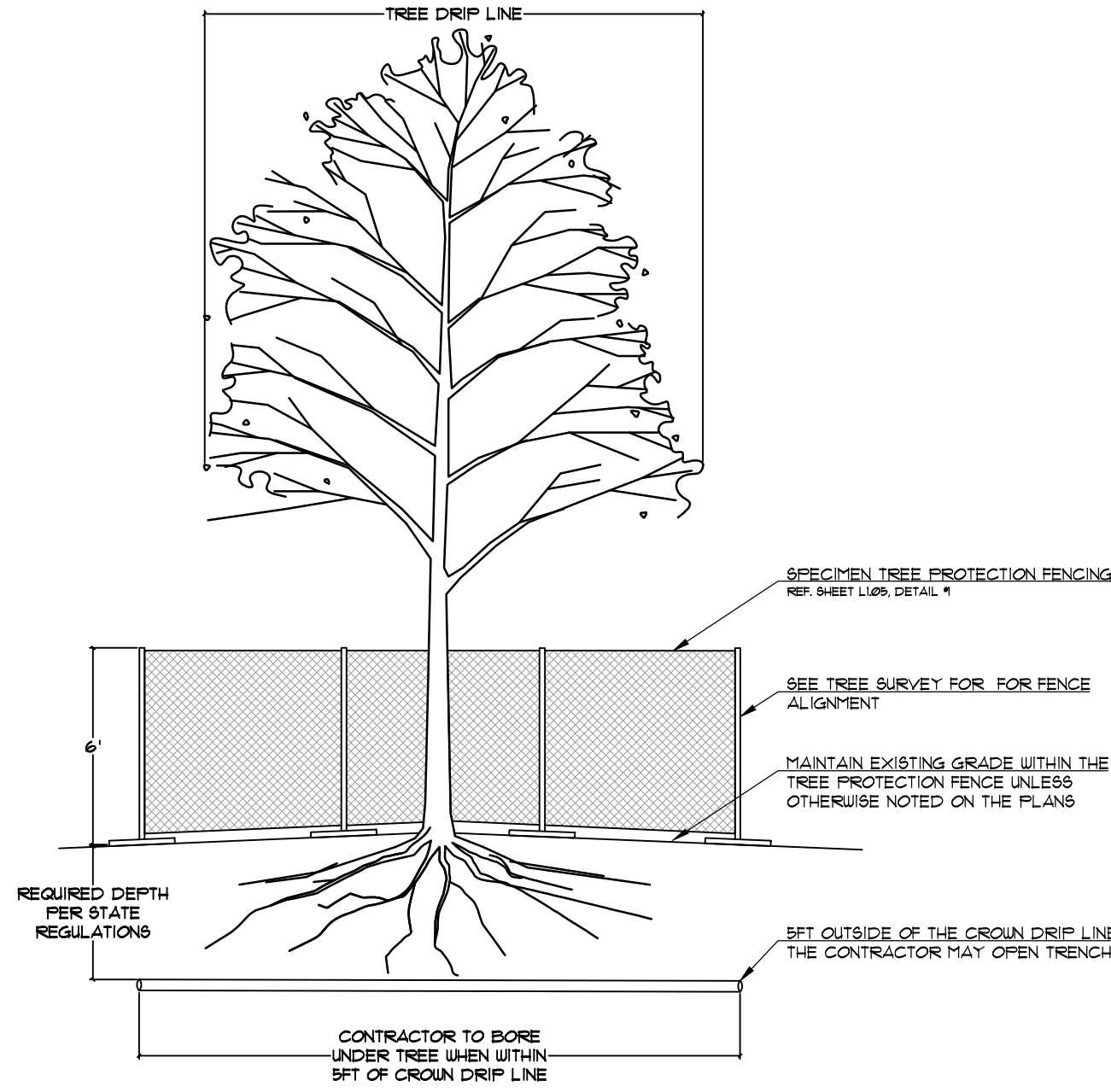
L1.04

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. 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 outlines.
 - 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 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 grater 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 in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified



1. SPECIMEN TREE PROTECTION FENCING
NTS



2. BORING UNDER EXISTING TREE
1"=5'



McAdams

The John R. McAdams Company, Inc.
201 Country View Drive
Roanoke, Texas 76262

phone 940. 240. 1012
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamscsco.com

CLIENT

HINES
2700 COMMERCE STREET, STE 1600
DALLAS, TEXAS 75226
972. 716. 2900
JEFF KENNEMER

FM 1171 CONSERVATION
SUBDIVISION

TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS



REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

PLAN INFORMATION

PROJECT NO.	HIN21002
FILENAME	HIN21002-TS.DWG
CHECKED BY	XXX
DRAWN BY	MAH
SCALE	40 SCALE
DATE	10. 09. 2023

SHEET

SPECIMEN TREE NOTES
& DETAILS

L1.05



TOWN COUNCIL AGENDA G.1. WORK SESSION ITEM

DATE: November 16, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: Public Improvement Districts

BACKGROUND: On October 16, 2023, Jack Furst requested the Town's consideration of a Public Improvement District (PID) for the Furst Ranch development in accordance with the Town's [Charter](#) for requesting a PID. In addition to the statutory requirements of [Chapter 372 of the Texas Local Government Code](#), the Town of Flower Mound also requires certain steps prior to creating a PID by Charter. Specifically, the Town of Flower Mound requires an election before authorizing a PID.

The first step in requesting a PID is that the "request shall be made to the Town Council at a regular meeting." That request occurred on October 16, 2023. The purpose of this item is to provide an overview of PIDs. The overview will be provided by Mary Petty of P3 Works LLC. The services of P3 Works LLC were secured by the Town on June 19, 2023, to assist the Town with the consideration and analysis of Tax Increment Reinvestment Zones, and Public Improvement Districts.

Prior to a PID being authorized to operate in Town, the Council may approve the implementation of a PID after discussion and debate. That discussion and debate would be scheduled for a future meeting. This item is for educational purposes only.

After discussion and debate, if the Council votes to approve the implementation of a PID, the Town Charter requires that the Council call a special election to allow the qualified voters of the Town to consider the question of allowing the PID to be placed within the Town. If a majority of the qualified voters voting on the proposed PID vote in favor, it becomes permitted within the Town.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: This is a work session discussion, and staff will implement the direction provided by the Town Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
None

DRAFT MOTION: Discuss and provide staff with direction.



TOWN COUNCIL AGENDA G.2. WORK SESSION ITEM

DATE: November 16, 2023
FROM: Joelle Hainley, Building Official
ITEM: Town's sign ordinance

BACKGROUND: On October 2, 2023, the Town Council requested the Town's Sign [Ordinance](#) be discussed at a future meeting. The purpose of this item is to provide Council an overview of the Town's regulations for signs. In addition to an overview, staff will specifically discuss sign regulations for corner tenants as that topic was been specifically brought up during public comments at the October 16, 2023, Town Council regular meeting.

Finally, staff will present a few recommended changes to the Town's sign ordinance overall, for Council consideration.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: This is a work session discussion, and staff will implement the direction provided by the Town Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.



TOWN COUNCIL AGENDA G.3. WORK SESSION ITEM

DATE: November 16, 2023
FROM: Tommy Dalton, Assistant Town Manager
ITEM: Town's special events ordinance

BACKGROUND: On September 8, 2023, the Town Council requested the Town's [Special Event Ordinance](#) be discussed at a future meeting. The purpose of this item is to provide Council an overview of the Town's regulations and process for special events.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: This is a work session discussion, and staff will implement the direction provided by the Town Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: Discuss and provide staff with direction.