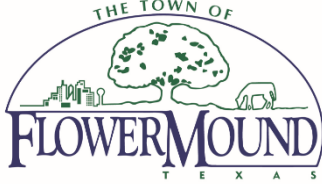


Town Council Regular Meeting



May 20, 2024
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. PRESENTATION(S)

1. Proclamation and presentation of Hometown Hero banner to Aaron Kovacevich
2. Proclamation for 50th Anniversary of Emergency Medical Services Week May 19 - 25
3. Proclamation for Public Works Week May 19 - 25

E. PUBLIC COMMENT

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

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

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

- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the mayor
- Speakers must address their comments to the Town Council
- Please state your name and address when speaking

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
 - a. Employee Service Recognition

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).

I. COORDINATION OF CALENDARS

1. June 3 - Regular Meeting

J. CONSENT ITEM(S)

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

1. Budget Amendment FY23-24 - Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23 for adjustments to the COVID-19 Fund.
2. FY 2023-2024 CIP Amendment No. 4 - Consider approval of CIP Amendment No. 4 to the fiscal year 2023-2024 Capital Improvement Program.
3. Dump Truck Purchase - Consider approval of the purchase of one Mack GR64FR 12 Yard Tandem Dump Truck with Snow Plow Hitch and Hydraulics per the Town of Flower Mound Specifications and vendor quote from Bruckner Truck Sales in the amount of \$224,091.00.
4. Vehicle Purchase-Toyota Highlander for PD - Consider approval of purchasing (1) 2023 Toyota Highlander vehicle, with a police equipment package from Silsbee Toyota as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907, for \$50,626.50.
5. Utility Sites Security Fencing Construction Award - Consider approval of the award of Bid No. 2024-18-B Utility Sites Security Fence and Gate Implementation project to Triple-C Fence, LLC for the construction of security gates and fences at various Public Works utility sites in the amount of \$268,050.00; and authorization for the Mayor to execute same on behalf of the Town.
6. ClearGov Budget Software Agreement - Consider an agreement with ClearGov, Inc for online subscription budgeting software through September 30, 2029.

K. REGULAR ITEM(S)

1. Legislative Priorities - Discuss and provide feedback on the Town's legislative priorities for the 89th Texas Legislative Session.
2. Flower Mound Road Panel Replacements - Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Flower Mound Road Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$2,276,763.00.
3. DA23-0004 - VCA Animal Hospital - Consider approval of an amendment to the Development Agreement (DA23-0004) with VCA Real Property Acquisition Corporation, to amend Sections 7, 8, and 9 of the Original Agreement to modify standards related to an existing masonry wall and landscaping within the 25-foot landscape buffer along the northern property line; and authorization for the Mayor to execute same on behalf of the Town.
4. SUP24-0002 - Petfolk Veterinary Hospital - Public Hearing to consider an ordinance granting Specific Use Permit No. 491 (SUP24-0002- Petfolk Veterinary Hospital) to permit a veterinary hospital (inside pens) use. The property is generally located north of Cross Timbers Road and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 0 at its April 22, 2024, meeting.)
5. SP24-0007 - Flower Mound Montessori - Consider a request for a Site Plan (SP24-0007-Flower Mound Montessori) with an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)
6. CON23-0002 – Smith Tract Conservation - Public Hearing to consider an ordinance amending the zoning (CON23-0002 – Smith Tract Conservation) from Agricultural District (A) uses to Planned Development District No. 197 (PD-197) with Agricultural District (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Cross Timbers Road, east of Shiloh Road and west of Scenic Road. (PZ recommended approval by a vote of 3 to 1 at its May 13, 2024, meeting.)
7. TRP23-0022 - Smith Tract Conservation - Public Hearing to consider an application for a tree removal permit (TRP23-0022) for one hundred and twenty-nine (129) specimen trees on property proposed for development as Smith Tract Conservation. The property is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 4 - 3 at its April 2, 2024, meeting.)
8. MPA23-0006 - La Estancia - Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0006 – La Estancia) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Denton Creek District Area Plan from Campus Industrial and Commercial/Industrial uses to High Density Single Family Detached, High Density, and Retail uses. The property is generally located north

- of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)
9. ZPD23-0014 - La Estancia - Public Hearing to consider an ordinance amending the zoning (ZPD23-0014 – La Estancia) from Planned Development District No.188 (PD-188) with Campus Industrial (CI) and Industrial District-2 (I-2) uses to Planned Development District No.202 (PD-202) with Single Family District-5 (SF-5), Single Family-Attached (SF-A), Multi-Family (MF), and Retail District-2 (R-2) uses, with certain waivers, exceptions, and modifications to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)
 10. La Estancia Capital Improvement Agreement - Public Hearing to consider approval of a Capital Improvement Agreement for the La Estancia Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.
 11. Residential Homestead Increase - Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 15%.

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, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

M. CLOSED MEETING

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

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, economic development, 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, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax

Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1,
Proposed PID, MMDs, and MUDs

5. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.

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

O. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 17, 2024, at 2:45 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

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

To preview upcoming items of business that may appear on future agendas click [HERE](#).

Office of the Mayor

roclamation

WHEREAS: public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS: these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and other structures and facilities essential for our citizens; and,

WHEREAS: the health, safety, and comfort of this community greatly depends on these facilities and services; and,

WHEREAS: the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and the skill of public works officials; and,

WHEREAS: the mission of this division is to provide a quality of life to the citizens of the Town by managing current resources dedicated to the provision of water utilities and the maintenance of streets and drainage while always planning for the future,

NOW, THEREFORE, I, Cheryl Moore, Mayor of the Town of Flower Mound, Texas and on behalf of the members of the Town Council, do hereby proclaim the week of May 19 through May 25th, 2024 as

“NATIONAL PUBLIC WORKS WEEK”

In the Town of Flower Mound, and we call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

PROCLAIMED AND SIGNED on this the 20 day of May, 2024

CHERYL MOORE, MAYOR



TOWN COUNCIL AGENDA J.1. CONSENT ITEM(S)

DATE: May 20, 2024

FROM: Meg Jakubik, Director of Budget Services

ITEM: **Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23 for adjustments to the COVID-19 Fund.**

BACKGROUND: The attached budget amendment represents the second proposed adjustment of the FY 2023-2024 Annual Budget. According to Section 9.14 of the Town Charter, "During the fiscal year, the Town Council shall have the power to transfer funds allocated by the budget from one department to another department, and to re-estimate revenues and expenditures." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

This budget amendment is to add budget amounts for projects identified to be suitable uses for the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA). Below is a list of identified projects included in this budget amendment:

- NEOGOV Software bundle for Human Resources (\$116,890.40), implementation and first year costs
- ClearGov Software bundle for Budget Services (\$23,433.33), current fiscal year costs
- FASTER Web Core for Fleet (\$49,999.00), one-time migration expenses
- Laserfiche migration for Public Works (\$8,734.52), migration and first year costs
- Laserfiche integration for Human Resources NEOGOV (\$15,720.00), integration and first year costs
- Synchro software upgrade for Traffic Signals (\$10,114.00), upgrade costs
- ZacTax Sales Tax Software for Town Manager's office (\$10,000.00), first year costs
- Mini Track Loader for Parks (\$53,500.00), equipment purchase

The software expenses will be funded with the ARPA funds for any implementation and first year costs, but the ongoing expenses will be included in the upcoming proposed budget as non-discretionary packages as appropriate.

These items will not add budget authorization to the fund, but budget amounts will be reallocated to these specific projects.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: Ongoing expenses for software projects will be included in the FY 24-25 Proposed Budget as non-discretionary packages.

Proposed Expenditure

\$ 288,391.25

Account Number(s):

Fund 378 COVID-19 Fund

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

ATTACHMENTS:

1. Ordinance- Budget Amendment-2nd FY 23-24

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 37-23 AND AMENDED BY ORDINANCE NO. 52-23, BY PROVIDING FOR ADJUSTMENTS TO THE COVID-19 FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Flower Mound, Texas ("Town Council") has heretofore adopted its Annual Budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024; and,

WHEREAS, said Annual Budget was adopted by Ordinance No. 37-23 on September 18, 2023 and amended by Ordinance No. 52-23; and,

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and,

WHEREAS, Section 102.010 of the Local Government Code allows the Town to make changes to the budget for municipal reasons;

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

SECTION 1

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

SECTION 2

The Annual Budget of the Town of Flower Mound, Texas, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, as heretofore adopted by Ordinance No. 37-23 and amended by Ordinance No. 52-23, is hereby amended to provide for adjustments to the **COVID-19 Fund**, as shown in Exhibit "A," attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with said Annual Budget, as amended.

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Flower Mound, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7

This Ordinance shall take effect and be in full force from and after its passage and adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 20th DAY OF MAY, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT "A"**Town of Flower Mound
Amended Budget
Fiscal Year 2023-2024****REASON FOR ADJUSTING THE COVID-19 FUND APPROPRIATION:**

In the COVID-19 Fund, overall approved expenditures will remain the same, but budget amounts will be shifted within the fund to provide authorization for the following projects:

Project	Amount
NEOGOV Software	\$116,890.40
ClearGov Software	\$23,433.33
FASTER Web Core Software Upgrade	\$49,999.00
Laserfiche Public Works Migration	\$8,734.52
Laserfiche Human Resources Integration	\$15,720.00
Synchro Software Upgrade for Traffic Signals	\$10,114.00
ZacTax Sales Tax Software License	\$10,000.00
Mini Track Loader for Parks	\$53,500.00



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

DATE: May 20, 2024
FROM: Leandro Rodriguez, CIP Manager
ITEM: **Consider approval of CIP Amendment No. 4 to the fiscal year 2023-2024 Capital Improvement Program.**

BACKGROUND: The proposed CIP Amendment No. 4 for FY 2023-2024 will decrease the currently adopted General Fund expenditures from \$32,039,294 to \$31,309,294 and will increase the currently adopted Utility Fund budget expenditures from \$19,392,357 to 20,282,357.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT:

General Fund: (\$730,000)

Utility Fund: \$890,000

FY 2023-2024

General Capital Projects: \$31,309,294

Utility Capital Projects: \$20,282,357

Five Year CIP

General Capital Projects: \$290,377,850

Utility Capital Projects: \$230,361,690

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification List
2. CIP 2023-24 Amendment 4 - Changes
3. CIP 2023-24 Amendment 4

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

Project Modification Listing

Attachment 1

May 20, 2024

FY 2023-2024 - CIP Amendment 4

General Fund

Street Projects

	Description	FY 23-24	5 Yr CIP
Denton Creek Boulevard Bridge (Graham Branch crossing)	Decreasing funding required for the utility component of this project. The funding for this portion of the project will be funded with utility funds for the Denton Creek Spine Road 12-inch Water Line. Decrease FY 23-24 funding by (\$750,000) from general capital project funding (fund 505).	(\$750,000)	(\$750,000)
Total Streets Impact		(\$750,000)	(\$750,000)

Parks Projects

	Description	FY 23-24	5 Yr CIP
Leonard & Helen Johns Master Plan	Additional funding required due to the consultant cost proposal being higher than anticipated due to the need for additional studies on the existing floodplain. Increase FY 23-24 funding by \$20,000 from the park development fund (fund 310).	\$20,000	\$20,000
Total Parks Impact		\$20,000	\$20,000
Total General Fund Impact		(\$730,000)	(\$730,000)

Utility Funds

Water Projects

	Description	FY 23-24	5 Yr CIP
Denton Creek Spine Road 12-inch Water Line	Additional funding for utility portion of the Denton Creek Boulevard Bridge project. This funding is being swapped with general funds. Increase FY 23-24 funding by \$750,000 from utility bonds interest income and project savings (\$393,157), utility capital projects fund (\$229,043), and water impact fees (\$127,800).	\$750,000	\$750,000
Lighthouse Booster Station Demolition	Additional funding required due to an increase in the total project estimated cost after design. Increase FY 23-24 funding by \$140,000 from utility bonds interest income.	\$140,000	\$140,000
Total Water Impact		\$890,000	\$890,000
Total Utility Fund Impact		\$890,000	\$890,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	STREET PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	1,376,000	-	-	-	-	-	-	1,376,000	1,376,000	0,1,2	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	4,560,978
OLD	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	5,000,000						12,057,000	12,057,000	0,1,2	-	-	-	-	-	-	-
NEW	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	4,250,000						11,307,000	11,307,000	0,1,2	-	-	-	-	-	-	-
	Dixon Lane at 2499 Intersection Improvement **	-	-	560,000	-	-	-	-	560,000	-	-	-	560,000	-	560,000	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	358,331		-	-	-	-	-	358,331	358,331	7	-		-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements**	300,000	-	-		-	-	-	300,000	300,000	2	-		-		-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	11,000,000
	Karnes Road **	830,000	-	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-		12,418,000	-	-	-	-	12,418,000	12,418,000	0,1	-	-	-	-	-	-	-
	Lakeside Parkway Capacity Improvements**	1,160,000	9,950,000	-	-	-	-	-	11,110,000	11,110,000	0,1,2	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	12,101,000
	Retaining Wall at the Mound **	375,000	-	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-
	Roadway Amenities	953,083	90,000	90,000	90,000	90,000	90,000	-	1,403,083	758,083	2,4	285,000	360,000		90,000	90,000	90,000	90,000
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)		825,635	2,000,000					2,825,635	425,635	2		2,400,000	400,000	2,000,000	-	-	-
	Sidewalk Links**	1,711,000	150,000	150,000	150,000	150,000	150,000	-	2,461,000	1,861,000	2,4	-	600,000		150,000	150,000	150,000	150,000
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	8,500,000
	Street Light Improvements	420,000	75,000	-	-	-	-	-	495,000	495,000	4	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	560,000	0	-	1,740,000	-	1,740,000	-	-	-
OLD	SUBTOTAL	\$ 27,988,414	\$ 16,090,635	\$ 17,668,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 174,182,386	\$ 112,354,408		\$ 1,433,000	\$ 60,394,978	\$ 400,000	\$ 4,690,000	\$ 390,000	\$ 390,000	\$ 390,000
NEW	SUBTOTAL	\$ 27,988,414	\$ 15,340,635	\$ 17,668,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 173,432,386	\$ 111,604,408		\$ 1,433,000	\$ 60,394,978	\$ 400,000	\$ 4,690,000	\$ 390,000	\$ 390,000	\$ 390,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	SIGNAL PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Adaptive Traffic Signal Upgrade	1,000,000	-	-	1,300,000	-	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	-	500,000	-	-	500,000	500,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	530,000	-	-	-	-	-	-	530,000	530,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	500,000	-	-	-	-	500,000	500,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	500,000	500,000	500,000	0,4,5	-	-	-	-	-	-	-
	Morriess Road at Eaton **	-	-	-	-	-	500,000	-	500,000	500,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	360,000	-	-	-	-	-	-	360,000	360,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,215,000	190,000	190,000	190,000	190,000	190,000	-	2,165,000	780,000	2,4	625,000	760,000	-	190,000	190,000	190,000	190,000
	Traffic Signal Preemption Upgrade	82,500	88,500	88,500	88,500	59,000	-	-	407,000	171,000	4	-	236,000	-	88,500	88,500	59,000	-
	Traffic Signal Analytics Cameras	-	300,000	-	-	-	-	-	300,000	300,000	1	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	300,000	-	-	-	1,030,000	1,030,000	1,2,4	-	-	-	-	-	-	-
	SUBTOTAL	\$ 4,367,500	\$ 578,500	\$ 778,500	\$ 1,878,500	\$ 749,000	\$ 690,000	\$ 6,100,000	\$ 15,142,000	\$ 9,121,000		\$ 625,000	\$ 5,396,000	\$ -	\$ 278,500	\$ 1,578,500	\$ 249,000	\$ 190,000
																		\$ 3,100,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Amhearst Lane Reconstruction (Bershire Drive and Lake Forest Boulevard)	-	-	-	1,250,000	-	-	-	1,250,000	1,250,000	8	-	-	-	-	-	-	-
	Bennington Avenue and Bentley Drive Reconstruction	-	-	-	-	-	1,900,000	-	1,900,000	1,900,000	8	-	-	-	-	-	-	-
	Bluestem Street and Buckthorn Court Reconstruction	-	-	-	-	-	-	1,120,000	1,120,000	1,120,000	8	-	-	-	-	-	-	-
	Bordeaux Way Reconstruction		1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Buckner Court Reconstruction	-	-	-	-	800,000	-	-	800,000	800,000	8	-	-	-	-	-	-	-
	Coker Drive Panel Replacement	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Covington Drive and Warrington Avenue Reconstruction	-	-	-	-	1,630,000	-	-	1,630,000	1,630,000	8	-	-	-	-	-	-	-
	Danley Court Reconstruction	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
	Dickens Lane Reconstruction (Commonwealth Drive to Crossbow Lane)	-	-	-	600,000	-	-	-	600,000	600,000	8	-	-	-	-	-	-	-
	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	3,300,000	600,000	-	-	-	-	3,900,000	3,900,000	8	-	-	-	-	-	-	-
	Hallford Court Reconstruction	-	-	800,000	-	-	-	-	800,000	800,000	2,8	-	-	-	-	-	-	-
	Harvard Drive Panel Replacement	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	1,500,000	-	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Kales Lane and Dresage Lane Reconstruction	-	-	-	-	-	1,480,000	-	1,480,000	1,480,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	3,190,000	-	-	-	-	-	3,190,000	3,190,000	8	-	-	-	-	-	-	-
	Marcus Court Cul-de-sac Reconstruction	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christie Court to Colony Street)	-	-	-	1,300,000	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-
	Morriss Road Panel Reconstruction	-	-	-	-	-	-	3,000,000	3,000,000	3,000,000	8	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	1,320,000	-	1,990,000	1,990,000	2,8	-	-	-	-	-	-	-
	Pedernales Falls Drive Reconstruction	-	-	-	-	-	-	710,000	710,000	710,000	8	-	-	-	-	-	-	-
	Prospect Drive Panel Replacement	-	-	650,000	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	1,400,000	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-
	Timber Valley Drive and Fairfield Lane Reconstruction	-	-	3,300,000	-	-	-	-	3,300,000	3,300,000	8	-	-	-	-	-	-	-
	Wichita Trail Reconstruction (Cardinal Drive and High Meadow)	-	-	2,400,000	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-
NEW	SUBTOTAL	\$ 3,170,000	\$ 9,390,000	\$ 7,750,000	\$ 4,625,000	\$ 4,530,000	\$ 4,700,000	\$ 4,830,000	\$ 38,995,000	\$ 38,995,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	FACILITY PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Facility Needs Assessment	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	1,001,000	10,010,000	-	11,011,000	-		-	11,011,000	-	-	-	1,001,000	10,010,000	-
	Joint Fire Training Facility	2,013,494	800,000	-	-	-	-	-	2,813,494	2,813,494	1,2,8	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ 900,000	\$ -	\$ -	\$ 1,001,000	\$ 10,010,000	\$ -	\$ 13,924,494	\$ 2,913,494		\$ -	\$ 11,011,000	\$ -	\$ -	\$ -	\$ 1,001,000	\$ 10,010,000	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	PARK PROJECTS	PRIOR FISCAL YEARS	2023-	2024-	2025-	2026-	2027-	2028-	TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	2023-	2024-	2025-	2026-	2027-	2028-
			2024	2025	2026	2027	2028	2033					2024	2025	2026	2027	2028	2033
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	978,811	200,000	-	-	-	-	-	1,178,811	1,178,811	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Jakes Hilltop) **	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Northshore, Rustic Timbers, Thrush & Westchester) **	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	1,850,000	-	-	-	-	-	1,850,000	1,850,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase III	-	-	-	-	-	1,150,000	-	1,150,000	1,150,000	8	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	503,159	-	-	-	-	-	3,653,159	3,653,159	2,6,8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Community Activity Center Expansion and Renovation Study	-	160,000	-	-	-	-	-	160,000	160,000	8	-	-	-	-	-	-	-
	Dunham Ranch	-	-	950,000	12,000,000	-	-	-	12,950,000	-	-	12,950,000	-	950,000	12,000,000	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Electronic Reader Board Sign at Gerault Park	-	85,000	-	-	-	-	-	85,000	85,000	8	-	-	-	-	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	450,000	82,000	-	-	-	-	-	532,000	532,000	8	-	-	-	-	-	-	-
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
OLD	Leonard & Helen Johns Master Plan		60,000						60,000	60,000	8		-	-	-	-	-	-
NEW	Leonard & Helen Johns Master Plan		80,000						80,000	80,000	8,6							
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	1,370,000	1,370,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	1,160,000	1,160,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	3,705,000	675,000	-	-	-	-	-	4,380,000	4,380,000	1,6,7							
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	700,000	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park (Master Plan, Design, Construction)	-	-	50,000	150,000	1,500,000	-	-	1,700,000	1,700,000	8	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	285,000	-	-	-	-	-	285,000	285,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion with picnic tabels, grill, trash cans; trees; concrete; and Irrigation	-	230,000	-	-	-	-	-	230,000	230,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	205,000	-	-	-	-	-	605,000	605,000	8	-	-	-	-	-	-	-
	Trail Improvements - Gaston Park / Long Prairie Road (Cooridor 4 Study in MP)	-	-	-	-	2,600,000	-	-	2,600,000	2,600,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	500,000	250,000	250,000	250,000	250,000	250,000	-	1,750,000	1,750,000	2,8	-	-	-	-	-	-	-
	Trial Improvements - Shadow Ridge Park/Sweetwater Ln. (Cooridor Q in MP)	-	-	-	1,420,000	-	-	-	1,420,000	1,420,000	8	-	-	-	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Twin Coves Park (Assesment, Design, Construction)	-	20,000	-	700,000	6,000,000	-	-	6,720,000	6,720,000	8	-	-	-	-	-	-	-
	Wilkerson Park - Retrofit ballfield lights and are lighting to LED	-	-	-	-	-	215,000	-	215,000	215,000	8	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 10,628,811	\$ 5,080,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 48,863,970	\$ 35,913,970	\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -	\$ -
NEW	SUBTOTAL	\$ 10,628,811	\$ 5,100,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 48,883,970	\$ 35,933,970	\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -	\$ -
OLD	GRAND TOTAL GENERAL FUND	\$ 48,168,219	\$ 32,039,294	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$ 122,195,337	\$ 291,107,850	\$ 199,297,872	\$ 2,058,000	\$ 89,751,978	\$ 400,000	\$ 5,918,500	\$ 13,968,500	\$ 1,640,000	\$ 10,590,000	\$ 57,234,978
NEW	GRAND TOTAL GENERAL FUND	\$ 48,168,219	\$ 31,309,294	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$ 122,195,337	\$ 290,377,850	\$ 198,567,872	\$ 2,058,000	\$ 89,751,978	\$ 400,000	\$ 5,918,500	\$ 13,968,500	\$ 1,640,000	\$ 10,590,000	\$ 57,234,978

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TOWN OF FLOWER MOUND
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FY 2023-2024 AMENDMENT 4
5/20/2024

	WATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Cedarcrest Water Line	1,080,000	-	-	-	-	-	-	1,080,000	-	1,080,000	-	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0,3	-	755,000	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	-	-	-	-	-	200,000	200,000	0	-	-	-	-	-	-	-
OLD	Denton Creek Spine Road 12-inch Water Line	450,000	-	-	-	-	-	2,160,000	2,610,000	450,000	0	-	2,160,000	-	-	-	-	2,160,000
NEW	Denton Creek Spine Road 12-inch Water Line	450,000	750,000	-	-	-	-	2,160,000	3,360,000	1,200,000	0,2	-	2,160,000	-	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	-	-	-	-	19,540,000	20,190,000	650,000	0	-	19,540,000	-	-	-	-	19,540,000
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000
	Forest Vista AC Water Line Decommissioning	105,000	170,000	-	-	-	-	-	275,000	275,000	2	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	4,030,000	-	-	-	-	-	-	4,030,000	830,000	2	3,200,000	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	500,000	-	-	-	-	1,260,000	-	1,760,000	500,000	0,2	-	1,260,000	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	660,000	-	8,400,000	-	-	1,500,000	1,500,000	12,060,000	660,000	0	-	11,400,000	-	8,400,000	-	-	1,500,000
	Lakeside Water Reuse - Reuse Waterlines	340,000	-	3,800,000	-	-	-	2,000,000	18,590,000	340,000	0	-	18,250,000	-	3,800,000	-	-	2,000,000
OLD	Lighthouse Booster Station Demolition	-	200,000	-	-	-	-	-	200,000	200,000	2	-	-	-	-	-	-	-
NEW	Lighthouse Booster Station Demolition	-	340,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	720,000	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	7,435,000	-	-	-	-	-	-	7,435,000	5,157,000	0,1,2	2,278,000	-	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	1,710,000	-	-
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000
	Red Oak Lane Water Line Replacement	-	2,110,000	-	-	-	-	-	2,110,000	2,110,000	2	-	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0,7	-	-	-	-	-	-	-
	River Oaks Drive Water Line	-	-	-	-	1,290,000	-	-	1,290,000	-	-	1,290,000	-	-	-	1,290,000	-	-
	Royal Oaks Water Line Replacement Phase I	1,480,000	-	-	-	-	-	-	1,480,000	100,000	2	1,380,000	-	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000
	Stonehill Pump Station Motor Replacement	-	2,960,000	-	-	-	-	-	2,960,000	-	-	-	2,960,000	2,960,000	-	-	-	-
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,804,000	75,000	-	-	-	-	-	1,879,000	879,000	2	1,000,000	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	1,285,000	-	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-
	Timber Valley and Fairfield Lane Water Line Replacement	-	-	700,000	-	-	-	-	700,000	-	-	700,000	-	700,000	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000
	US 377 at FM 1171 Water Line Loop/Relocation	2,530,643	4,969,357	-	-	-	-	-	7,500,000	7,500,000	0,2,1	-	-	-	-	-	-	-
	Utility Asset Management & Utility Replacement	1,500,000	300,000	300,000	300,000	300,000	300,000	-	3,000,000	600,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	800,000	50,000	50,000	50,000	50,000	50,000	50,000	1,050,000	200,000	2	650,000	200,000	-	50,000	50,000	50,000	-
	Water System Model Update	180,285	6,500	6,500	6,500	6,500	6,500	-	212,785	212,785	0,2	-	-	-	-	-	-	-
	Water System Security Implementation	150,000	150,000	150,000	150,000	150,000	150,000	-	750,000	300,000	2	-	450,000	-	150,000	150,000	150,000	-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	-	-	1,560,000	-	-	1,560,000	150,000	0	-	1,410,000	-	-	1,410,000	-	-
	Westchester Water Line Replacement	-	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	1,450,000	-	-	-
	Western Operations and Maintenance Facility (Buildout)	-	-	-	-	-	250,000	-	250,000	100,000	2	-	150,000	-	-	-	150,000	-
OLD	SUBTOTAL	\$ 26,767,548	\$ 10,990,857	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 150,704,405	\$ 29,474,305	\$ 12,048,000	\$ 109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 7,722,100	\$ 5,530,000	\$ 4,000,000	\$ 75,570,000
NEW	SUBTOTAL	\$ 26,767,548	\$ 11,880,857	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 151,594,405	\$ 30,364,305	\$ 12,048,000	\$ 109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 7,722,100	\$ 5,530,000	\$ 4,000,000	\$ 75,570,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
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 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
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	STORMWATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	College Parkway Drainage Culvert Lining	-	25,000	-	-	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	75,000	-	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	500,000	-	-	-	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Orchard Dr. Drainage Improvement	-	-	-	-	500,000	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	2	-	\$ -	-	-	-	-	-
	Range Wood Drive Drainage Improvements	1,325,000	-	-	-	-	-	-	1,325,000	1,325,000	2	-	\$ -	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Storm Structure Rehabilitaiton	-	-	-	500,000	-	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	25,000	-	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	50,000	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	100,000	750,000	-	-	-	-	850,000	850,000	2	-	\$ -	-	-	-	-	-
	SUBTOTAL	\$ 3,500,000	\$ 625,000	\$ 850,000	\$ 825,000	\$ 500,000	\$ 1,000,000	\$ -	\$ 7,300,000	\$ 7,300,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
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	WASTEWATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033						2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	2,800,000	-	-	-	2,800,000	-	-	-	2,800,000	-	-	2,800,000	-	-	-
	Glen Chester Lift Station Rehabilitation	200,000	1,620,000	-	-	-	-	-	1,820,000	620,000	2	-	1,200,000	1,200,000	-	-	-	-	-
	Hillside Wasterwater Rehabilitation	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,980,000	250,000	250,000	250,000	250,000	250,000	-	4,230,000	830,000	2	2,400,000	1,000,000	-	250,000	250,000	250,000	250,000	-
	Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation	-	1,300,000	-	-	-	-	-	1,300,000	-	-	-	1,300,000	1,300,000	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	2,864,500	-	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	2,155,000	-	-	-	-	-	-	2,155,000	-	-	2,155,000	-	-	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)						1,900,000		1,900,000	-	-	-	1,900,000	-	-	-	-	1,900,000	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Red Oak Lane Sewer Line Replacement	-	2,300,000	-	-	-	-	-	2,300,000	2,300,000	2	-	-	-	-	-	-	-	-
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	3,900,000	1,000,000	0.3.5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	680,000	390,000	0.5	-	290,000	-	-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	900,000	-	-	-	-	-	900,000	-	-	-	900,000	900,000	-	-	-	-	-
	Timber Valley and Fairfield Lane Sewer Line Replacement	-	-	700,000	-	-	-	-	700,000	-	-	-	700,000	-	700,000	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Road)	-	-	1,500,000	-	-	-	-	1,500,000	-	-	-	1,500,000	-	1,500,000	-	-	-	-
	Upper Timber Interceptor (Morris Road to One Place Lane)	400,000	850,000	-	-	-	-	-	1,250,000	400,000	2	-	850,000	850,000	-	-	-	-	-
	Upper Timber Interceptor Capacity (College Parkway to Pecan Drive)	-	-	620,000	-	-	-	-	620,000	-	-	-	620,000	-	620,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000	-	-	-	430,000	-	-	-	430,000	-	-
	Wastewater System Model Update	250,285	6,500	6,500	6,500	6,500	6,500	-	282,785	282,785	0.2	-	-	-	-	-	-	-	-
	Wastewater System Security Implementation	150,000	150,000	150,000	150,000	150,000	-	-	750,000	300,000	2	-	450,000	-	150,000	150,000	150,000	-	-
	Wastewater Treatment Final Clarifier No 3 and RAS Pump Rehabilitation	-	-	-	400,000	4,200,000	-	-	4,600,000	400,000	2	-	4,200,000	-	-	-	4,200,000	-	-
	Wastewater Treatment Plant Effluent Filter Rehabilitation	-	400,000	4,100,000	-	-	-	-	4,500,000	400,000	2	-	4,100,000	-	4,100,000	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Improvement	400,000	-	-	4,100,000	-	-	-	4,500,000	400,000	2	-	4,100,000	-	-	4,100,000	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	-	-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	-	-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	390,000	-	-	-	-	390,000	-	-	-	390,000	-	390,000	-	-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	-	-	-	1,500,000	-	1,500,000	-	-	-	1,500,000	-	-	-	-	1,500,000	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 18,054,785	\$ 7,776,500	\$ 7,716,500	\$ 7,706,500	\$ 8,126,500	\$ 8,086,500	\$ 14,000,000	\$ 71,467,285	\$ 16,207,285		\$ 9,040,000	\$ 46,220,000	\$ 4,250,000	\$ 7,710,000	\$ 7,300,000	\$ 6,320,000	\$ 6,640,000	\$ 14,000,000
OLD	GRAND TOTAL UTILITY FUND	\$ 48,322,333	\$ 19,392,357	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 229,471,690	\$ 52,981,590		\$ 21,088,000	\$ 155,402,100	\$ 7,210,000	\$ 21,110,000	\$ 15,022,100	\$ 11,850,000	\$ 10,640,000	\$ 89,570,000
NEW	GRAND TOTAL UTILITY FUND	\$ 48,322,333	\$ 20,282,357	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 230,361,690	\$ 53,871,590		\$ 21,088,000	\$ 155,402,100	\$ 7,210,000	\$ 21,110,000	\$ 15,022,100	\$ 11,850,000	\$ 10,640,000	\$ 89,570,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	STREET PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033						2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	1,376,000	-	-	-	-	-	-	1,376,000	1,376,000	0,1,2	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,598,000	-	150,000	150,000	150,000	150,000	-	2,198,000	450,000	2,5	1,148,000	600,000	-	150,000	150,000	150,000	150,000	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	-	-	-	-	31,038,000	31,038,000	26,477,022	0	-	4,560,978	-	-	-	-	-	4,560,978
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	7,057,000	4,250,000	-	-	-	-	-	11,307,000	11,307,000	0,1,2	-	-	-	-	-	-	-	-
	Dixon Lane at 2499 Intersection Improvement **	-	-	560,000	-	-	-	-	560,000	-	-	-	560,000	-	560,000	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	358,331	-	-	-	-	-	-	358,331	358,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Karnes Road **	830,000	-	-	-	-	-	-	830,000	830,000	7	-	-	-	-	-	-	-	-
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	12,418,000	-	-	-	-	12,418,000	12,418,000	0,1	-	-	-	-	-	-	-	-
	Lakeside Parkway Capacity Improvements **	1,160,000	9,950,000	-	-	-	-	-	11,110,000	11,110,000	0,1,2	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Retaining Wall at the Mound **	375,000	-	-	-	-	-	-	375,000	375,000	2	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	8,500,000	-	-	-	-	-	-	8,500,000	8,500,000	7	-	-	-	-	-	-	-	-
	Roadway Amenities	953,083	90,000	90,000	90,000	90,000	90,000	-	1,403,083	758,083	2,4	285,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Scenic Road (Walsingham Drive to FM 1171)	-	825,635	2,000,000	-	-	-	-	2,825,635	425,635	2	-	2,400,000	400,000	2,000,000	-	-	-	-
	Sidewalk Links **	1,711,000	150,000	150,000	150,000	150,000	150,000	-	2,461,000	1,861,000	2,4	-	600,000	-	150,000	150,000	150,000	150,000	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	-	-	-	-	8,574,000	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	420,000	75,000	-	-	-	-	-	495,000	495,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	-	2,300,000	-	-	-	-	2,300,000	560,000	0	-	1,740,000	-	1,740,000	-	-	-	-
	SUBTOTAL	\$ 27,988,414	\$ 15,340,635	\$ 17,668,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 111,265,337	\$ 173,432,386	\$ 111,604,408		\$ 1,433,000	\$ 60,394,978	\$ 400,000	\$ 4,690,000	\$ 390,000	\$ 390,000	\$ 390,000	\$ 54,134,978

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
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 - 3. Escrow
 - 4. Decision Package
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	SIGNAL PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Adaptive Traffic Signal Upgrade	1,000,000	-	-	1,300,000	-	-	2,600,000	4,900,000	1,000,000	4,7	-	3,900,000	-	-	1,300,000	-	2,600,000
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Denton Creek Boulevard (I-35 W)	-	-	-	-	-	-	1,000,000	1,000,000	500,000	1	-	500,000	-	-	-	-	500,000
	FM 1171 at Canyon Falls Drive **	450,000	-	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	-	-	500,000	-	-	500,000	500,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	530,000	-	-	-	-	-	-	530,000	530,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	500,000	-	-	-	-	500,000	500,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	500,000	500,000	500,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	-	-	500,000	-	500,000	500,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	500,000	500,000	500,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	360,000	-	-	-	-	-	-	360,000	360,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	1,215,000	190,000	190,000	190,000	190,000	190,000	-	2,165,000	780,000	2,4	625,000	760,000	-	190,000	190,000	190,000	-
	Traffic Signal Preemption Upgrade	82,500	88,500	88,500	88,500	59,000	-	-	407,000	171,000	4	-	236,000	-	88,500	88,500	59,000	-
	Traffic Signal Analytics Cameras	-	300,000	-	-	-	-	-	300,000	300,000	1	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	300,000	-	-	-	1,030,000	1,030,000	1,2,4	-	-	-	-	-	-	-
	SUBTOTAL	\$ 4,367,500	\$ 578,500	\$ 778,500	\$ 1,878,500	\$ 749,000	\$ 690,000	\$ 6,100,000	\$ 15,142,000	\$ 9,121,000		\$ 625,000	\$ 5,396,000	\$ -	\$ 278,500	\$ 1,578,500	\$ 249,000	\$ 190,000 \$ 3,100,000

*General Obligation Bonds
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Amhearth Lane Reconstruction (Bershire Drive and Lake Forest Boulevard)	-	-	-	1,250,000	-	-	-	1,250,000	1,250,000	8	-	-	-	-	-	-	-
	Bennington Avenue and Bentley Drive Reconstruction	-	-	-	-	-	1,900,000	-	1,900,000	1,900,000	8	-	-	-	-	-	-	-
	Bluestem Street and Buckthorn Court Reconstruction	-	-	-	-	-	-	1,120,000	1,120,000	1,120,000	8	-	-	-	-	-	-	-
	Bordeaux Way Reconstruction		1,500,000	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Buckner Court Reconstruction	-	-	-	-	800,000	-	-	800,000	800,000	8	-	-	-	-	-	-	-
	Coker Drive Panel Replacement	-	-	-	-	1,200,000	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Covington Drive and Warrington Avenue Reconstruction	-	-	-	-	1,630,000	-	-	1,630,000	1,630,000	8	-	-	-	-	-	-	-
	Danley Court Reconstruction	-	-	-	-	900,000	-	-	900,000	900,000	8	-	-	-	-	-	-	-
	Dickens Lane Reconstruction (Commonwealth Drive to Crossbow Lane)	-	-	-	600,000	-	-	-	600,000	600,000	8	-	-	-	-	-	-	-
	Flower Mound Road Panel Replacement (Long Prairie to Quail Run Road)	-	3,300,000	600,000	-	-	-	-	3,900,000	3,900,000	8	-	-	-	-	-	-	-
	Hallford Court Reconstruction	-	-	800,000	-	-	-	-	800,000	800,000	2,8	-	-	-	-	-	-	-
	Harvard Drive Panel Replacement	-	-	-	1,200,000	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-
	Hillside Lane Reconstruction	1,500,000	-	-	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Kales Lane and Dresage Lane Reconstruction	-	-	-	-	-	1,480,000	-	1,480,000	1,480,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	3,190,000	-	-	-	-	-	3,190,000	3,190,000	8	-	-	-	-	-	-	-
	Marcus Court Cul-de-sac Reconstruction	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christie Court to Colony Street)	-	-	-	1,300,000	-	-	-	1,300,000	1,300,000	8	-	-	-	-	-	-	-
	Morriss Road Panel Reconstruction	-	-	-	-	-	-	3,000,000	3,000,000	3,000,000	8	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	670,000	-	-	-	-	1,320,000	-	1,990,000	1,990,000	2,8	-	-	-	-	-	-	-
	Pedernales Falls Drive Reconstruction	-	-	-	-	-	-	710,000	710,000	710,000	8	-	-	-	-	-	-	-
	Prospect Drive Panel Replacement	-	-	650,000	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Timber Creek Road Panel Replacement (John Court to Kirkpatrick Lane)	1,000,000	1,400,000	-	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-
	Timber Valley Drive and Fairfield Lane Reconstruction	-	-	3,300,000	-	-	-	-	3,300,000	3,300,000	8	-	-	-	-	-	-	-
	Wichita Trail Reconstruction (Cardinal Drive and High Meadow)	-	-	2,400,000	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-
NEW	SUBTOTAL	\$ 3,170,000	\$ 9,390,000	\$ 7,750,000	\$ 4,625,000	\$ 4,530,000	\$ 4,700,000	\$ 4,830,000	\$ 38,995,000	\$ 38,995,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	FACILITY PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033						2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033
	Facility Needs Assessment	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	1,001,000	10,010,000	-	11,011,000	-		-	11,011,000	-	-	-	1,001,000	10,010,000	-
	Joint Fire Training Facility	2,013,494	800,000	-	-	-	-	-	2,813,494	2,813,494	1,2,8	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 2,013,494	\$ 900,000	\$ -	\$ -	\$ 1,001,000	\$ 10,010,000	\$ -	\$ 13,924,494	\$ 2,913,494		\$ -	\$ 11,011,000	\$ -	\$ -	\$ -	\$ 1,001,000	\$ 10,010,000	\$ -

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	PARK PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT							
			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033					2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033	
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	978,811	200,000	-	-	-	-	-	1,178,811	1,178,811	8	-	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Jakes Hilltop) **	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Northshore, Rustic Timbers, Thrush & Westchester) **	-	-	1,000,000	-	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	1,850,000	-	-	-	-	-	1,850,000	1,850,000	8	-	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase III	-	-	-	-	-	1,150,000	-	1,150,000	1,150,000	8	-	-	-	-	-	-	-	-
	Canyon Falls Park	3,150,000	503,159	-	-	-	-	-	3,653,159	3,653,159	2,6,8	-	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	250,000	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-	-
	Community Activity Center Expansion and Renovation Study	-	160,000	-	-	-	-	-	160,000	160,000	8	-	-	-	-	-	-	-	-
	Dunham Ranch	-	-	950,000	12,000,000	-	-	-	12,950,000			12,950,000	-	950,000	12,000,000	-	-	-	-
	Dunham Ranch Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Electronic Reader Board Sign at Gerault Park	-	85,000	-	-	-	-	-	85,000	85,000	8	-	-	-	-	-	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electicity, new grills, trash receptacles, picnic tables **	450,000	82,000	-	-	-	-	-	532,000	532,000	8	-	-	-	-	-	-	-	-
	Gerault Park - Retrofit Ballfield and area lighting to LED	-	-	1,200,000	-	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-
	Glenwick Park - Restroom Addition	460,000	-	-	-	-	-	-	460,000	460,000	8	-	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Leonard & Helen Johns Master Plan		80,000						80,000	80,000	8,6								
	Oakbridge Development	-	-	-	50,000	120,000	1,200,000	-	1,370,000	1,370,000	8	-	-	-	-	-	-	-	-
	Park and Trail Amenities	785,000	75,000	75,000	75,000	75,000	75,000	-	1,160,000	1,160,000	6,8	-	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	50,000	-	-	-	-	50,000	50,000	8	-	-	-	-	-	-	-	-
	Parks and Recreation Master Plan	-	-	-	300,000	-	-	-	300,000	300,000	6,8	-	-	-	-	-	-	-	-
	Peters Colony Memorial Park	3,705,000	675,000	-	-	-	-	-	4,380,000	4,380,000	1,6,7								
	Post Oak Park Improvements - signage (wayfinding & interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	700,000	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-	-
	Prairie Trail Park (Master Plan, Design, Construction)	-	-	50,000	150,000	1,500,000	-	-	1,700,000	1,700,000	8	-	-	-	-	-	-	-	-
	Shade Fabric Replacement at Various Parks	-	-	-	-	150,000	-	-	150,000	150,000	8	-	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	285,000	-	-	-	-	-	285,000	285,000	8	-	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion with picnic tabels, grill, trash cans; trees; concrete; and Irrigation	-	230,000	-	-	-	-	-	230,000	230,000	8	-	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	400,000	205,000	-	-	-	-	-	605,000	605,000	8	-	-	-	-	-	-	-	-
	Trail Improvements - Gaston Park / Long Prairie Road (Cooridor 4 Study in MP)	-	-	-	-	2,600,000	-	-	2,600,000	2,600,000	8	-	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	500,000	250,000	250,000	250,000	250,000	250,000	-	1,750,000	1,750,000	2,8	-	-	-	-	-	-	-	-
	Trial Improvements - Shadow Ridge Park/Sweetwater Ln. (Cooridor Q in MP)	-	-	-	1,420,000	-	-	-	1,420,000	1,420,000	8	-	-	-	-	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-	-
	Twin Coves Park (Assesment, Design, Construction)	-	20,000	-	700,000	6,000,000	-	-	6,720,000	6,720,000	8	-	-	-	-	-	-	-	-
	Wilkerson Park - Retrofit ballfield lights and are lighting to LED	-	-	-	-	-	215,000	-	215,000	215,000	8	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 10,628,811	\$ 5,100,159	\$ 4,375,000	\$ 15,195,000	\$ 10,695,000	\$ 2,890,000	\$ -	\$ 48,883,970	\$ 35,933,970		\$ -	\$ 12,950,000	\$ -	\$ 950,000	\$ 12,000,000	\$ -	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 48,168,219	\$ 31,309,294	\$ 30,571,500	\$ 22,088,500	\$ 17,365,000	\$ 18,680,000	\$ 122,195,337	\$ 290,377,850	\$ 198,567,872		\$ 2,058,000	\$ 89,751,978	\$ 400,000	\$ 5,918,500	\$ 13,968,500	\$ 1,640,000	\$ 10,590,000	\$ 57,234,978

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TOWN OF FLOWER MOUND
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FY 2023-2024 AMENDMENT 4
5/20/2024

	WATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033						2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Cedarcrest Water Line	1,080,000	-	-	-	-	-	-	1,080,000	-		1,080,000	-	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0,3	-	755,000	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	-	-	-	-	-	200,000	200,000	0	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	750,000	-	-	-	-	2,160,000	3,360,000	1,200,000	0,2	-	2,160,000	-	-	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	-	7,600,000	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	-	-	-	-	19,540,000	20,190,000	650,000	0	-	19,540,000	-	-	-	-	19,540,000	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	6,110,000	
	Forest Vista AC Water Line Decommissioning	105,000	170,000	-	-	-	-	-	275,000	275,000	2	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	4,030,000	-	-	-	-	-	-	4,030,000	830,000	2	3,200,000	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	650,000	-	-	-	-	650,000	650,000	0	-	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	500,000	-	-	-	-	1,260,000	-	1,760,000	500,000	0,2	-	1,260,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	660,000	-	8,400,000	-	-	1,500,000	1,500,000	12,060,000	660,000	0	-	11,400,000	-	8,400,000	-	1,500,000	1,500,000	
	Lakeside Water Reuse - Reuse Waterlines	340,000	-	3,800,000	-	-	2,000,000	12,450,000	18,590,000	340,000	0	-	18,250,000	-	3,800,000	-	2,000,000	12,450,000	
	Lighthouse Booster Station Demolition	-	340,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	4,010,000	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	720,000	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	7,435,000	-	-	-	-	-	-	7,435,000	5,157,000	0,1,2	2,278,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	350,000	-	-	9,235,000	-	-	-	9,585,000	3,812,900	0	-	5,772,100	-	-	5,772,100	-	-	
	Pintail 30-Inch Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	1,710,000	-	-	
	Pintail Pump Station Storage Tank Rehabilitation and Valve Replacement	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	410,000	
	Red Oak Lane Water Line Replacement	-	2,110,000	-	-	-	-	-	2,110,000	2,110,000	2	-	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	750,000	0,7	-	-	-	-	-	-	-	
	River Oaks Drive Water Line	-	-	-	-	1,290,000	-	-	1,290,000	-	-	-	1,290,000	-	-	-	1,290,000	-	
	Royal Oaks Water Line Replacement Phase I	1,480,000	-	-	-	-	-	-	1,480,000	100,000	2	1,380,000	-	-	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	130,000	1,230,000	-	-	-	-	1,230,000	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	-	790,000	-	-	-	-	790,000	
	Stonehill Pump Station Motor Replacement	-	2,960,000	-	-	-	-	-	2,960,000	-	-	-	2,960,000	2,960,000	-	-	-	-	
	Timber Creek 20-Inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,804,000	75,000	-	-	-	-	-	1,879,000	879,000	2	1,000,000	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	1,285,000	-	-	-	-	-	-	1,285,000	205,000	2	1,080,000	-	-	-	-	-	-	
	Timber Valley and Fairfield Lane Water Line Replacement	-	-	700,000	-	-	-	-	700,000	-	-	-	700,000	-	700,000	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	-	-	-	-	3,275,000	3,412,620	87,620	0	50,000	3,275,000	-	-	-	-	3,275,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,530,643	4,969,357	-	-	-	-	-	7,500,000	7,500,000	0,2,1	-	-	-	-	-	-	-	
	Utility Asset Management & Utility Replacement	1,500,000	300,000	300,000	300,000	300,000	300,000	-	3,000,000	600,000	2	1,200,000	1,200,000	-	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	800,000	50,000	50,000	50,000	50,000	50,000	-	1,050,000	200,000	2	650,000	200,000	-	50,000	50,000	50,000	-	
	Water System Model Update	180,285	6,500	6,500	6,500	6,500	6,500	-	212,785	212,785	0,2	-	-	-	-	-	-	-	
	Water System Security Implementation	150,000	150,000	150,000	150,000	150,000	-	-	750,000	300,000	2	-	450,000	-	150,000	150,000	150,000	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	-	-	1,560,000	-	-	1,560,000	150,000	0	-	1,410,000	-	-	1,410,000	-	-	
	Westchester Water Line Replacement	-	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	1,450,000	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	-	-	250,000	-	250,000	100,000	2	-	150,000	-	-	-	150,000	-	
SUBTOTAL		\$ 26,767,548	\$ 11,880,857	\$ 14,056,500	\$ 11,191,500	\$ 7,046,500	\$ 4,106,500	\$ 76,545,000	\$ 151,594,405	\$ 30,364,305		\$ 12,048,000	\$ 109,182,100	\$ 2,960,000	\$ 13,400,000	\$ 7,722,100	\$ 5,530,000	\$ 4,000,000	\$ 75,570,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	STORMWATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033					2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	75,000	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	College Parkway Drainage Culvert Lining	-	25,000	-	-	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	75,000	-	-	-	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,900,000	-	-	-	-	-	-	1,900,000	1,900,000	7	-	\$ -	-	-	-	-	-
	Garden Ridge Gabion Rehab	-	500,000	-	-	-	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Orchard Dr. Drainage Improvement	-	-	-	-	500,000	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	2	-	\$ -	-	-	-	-	-
	Range Wood Drive Drainage Improvements	1,325,000	-	-	-	-	-	-	1,325,000	1,325,000	2	-	\$ -	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Storm Structure Rehabilitaiton	-	-	-	500,000	-	-	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	Sunset Y-Inlet Replacement	-	-	25,000	-	-	-	-	25,000	25,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Boulevard Erosion Rehab	-	-	-	50,000	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	100,000	750,000	-	-	-	-	850,000	850,000	2	-	\$ -	-	-	-	-	-
	SUBTOTAL	\$ 3,500,000	\$ 625,000	\$ 850,000	\$ 825,000	\$ 500,000	\$ 1,000,000	\$ -	\$ 7,300,000	\$ 7,300,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2023-2024 AMENDMENT 4
5/20/2024

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS							TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT						
			2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033						2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028	2028- 2033
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	2,800,000	-	-	-	2,800,000	-		-	2,800,000	-	-	2,800,000	-	-	-
	Glen Chester Lift Station Rehabilitation	200,000	1,620,000	-	-	-	-	-	1,820,000	620,000	2	-	1,200,000	1,200,000	-	-	-	-	-
	Hillside Wasterwater Rehabilitation	300,000	-	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,980,000	250,000	250,000	250,000	250,000	250,000	-	4,230,000	830,000	2	2,400,000	1,000,000		250,000	250,000	250,000	250,000	-
	Kirkpatrick Lane and Stapleton Street Sanitary Sewer Rehabilitation	-	1,300,000	-	-	-	-	-	1,300,000				1,300,000	1,300,000	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	2,864,500	-	-	-	-	-	-	2,864,500	300,000	2	2,564,500	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	2,155,000	-	-	-	-	-	-	2,155,000	-		2,155,000	-	-	-	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)						1,900,000		1,900,000	-		-	1,900,000	-	-	-	-	1,900,000	-
	Oak Street Lift Station and Force Main Phase IV	6,100,000	-	-	-	-	-	-	6,100,000	5,719,500	0.2	380,500	-	-	-	-	-	-	-
	Red Oak Lane Sewer Line Replacement	-	2,300,000	-	-	-	-	-	2,300,000	2,300,000	2	-	-	-	-	-	-	-	-
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2		90,000	-	-	-	-	90,000	-
	Southside Force Main Extension	-	-	-	-	2,500,000	-	-	2,500,000	1,500,000	0	-	1,000,000	-	-	-	1,000,000	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	-	3,900,000	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	-	2,900,000	-
	Southside Pump Upgrade	90,000	-	-	-	590,000	-	-	680,000	390,000	0.5	-	290,000		-	-	290,000	-	-
	Spring Meadow Lane Sewer Line Replacement	1,635,000	-	-	-	-	-	-	1,635,000	95,000	2	1,540,000	-	-	-	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	900,000	-	-	-	-	-	900,000	-		-	900,000	900,000	-	-	-	-	-
	Timber Valley and Fairfield Lane Sewer Line Replacement	-	-	700,000	-	-	-	-	700,000				700,000	-	700,000	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morriss Road)	-	-	1,500,000	-	-	-	-	1,500,000	-		-	1,500,000		1,500,000	-	-	-	-
	Upper Timber Interceptor (Morriss Road to One Place Lane)	400,000	850,000	-	-	-	-	-	1,250,000	400,000	2	-	850,000	850,000	-	-	-	-	-
	Upper Timber Interceptor Capacity (College Parkway to Pecan Drive)	-	-	620,000	-	-	-	-	620,000	-		-	620,000		620,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	430,000	-	-	430,000			-	430,000	-	-	-	430,000	-	-
	Wastewater System Model Update	250,285	6,500	6,500	6,500	6,500	6,500	-	282,785	282,785	0.2	-	-	-	-	-	-	-	-
	Wastewater System Security Implementation	150,000	150,000	150,000	150,000	150,000		-	750,000	300,000	2	-	450,000	-	150,000	150,000	150,000		-
	Wastewater Treatment Final Clarifier No 3 and RAS Pump Rehabilitation	-			400,000	4,200,000	-	-	4,600,000	400,000	2	-	4,200,000	-			4,200,000	-	-
	Wastewater Treatment Plant Effluent Filter Rehabilitation	-	400,000	4,100,000			-	-	4,500,000	400,000	2	-	4,100,000	-	4,100,000		-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Primary Treatment Area Improvement	400,000	-	-	4,100,000	-	-	-	4,500,000	400,000	2	-	4,100,000	-		4,100,000	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wellington Interceptor Improvements	-	-	390,000	-	-	-	-	390,000	-		-	390,000	-	390,000		-	-	-
	Windsor Park Sanitary Sewer System Rehabilitation	-	-	-	-	-	1,500,000	-	1,500,000	-		-	1,500,000	-	-	-	-	1,500,000	-
	Yucca Lift Station Auxiliary Power	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 18,054,785	\$ 7,776,500	\$ 7,716,500	\$ 7,706,500	\$ 8,126,500	\$ 8,086,500	\$ 14,000,000	\$ 71,467,285	\$ 16,207,285		\$ 9,040,000	\$ 46,220,000	\$ 4,250,000	\$ 7,710,000	\$ 7,300,000	\$ 6,320,000	\$ 6,640,000	\$ 14,000,000
	GRAND TOTAL UTILITY FUND	\$ 48,322,333	\$ 20,282,357	\$ 22,623,000	\$ 19,723,000	\$ 15,673,000	\$ 13,193,000	\$ 90,545,000	\$ 230,361,690	\$ 53,871,590		\$ 21,088,000	\$ 155,402,100	\$ 7,210,000	\$ 21,110,000	\$ 15,022,100	\$ 11,850,000	\$ 10,640,000	\$ 89,570,000

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

DATE: May 20, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of one Mack GR64FR 12 Yard Tandem Dump Truck with Snow Plow Hitch and Hydraulics per the Town of Flower Mound Specifications and vendor quote from Bruckner Truck Sales in the amount of \$224,091.00.**

BACKGROUND: The Public Works Department is requesting the purchase of one new Mack GR64FR 12 Yard Tandem Axle Dump Truck with a Plow Hitch and Hydraulics per the Town of Flower Mound Specifications and Vendor Quote in the amount of \$224,091.00 from Buckner Truck Sales through HGAC Cooperative contract #HT06-20.

This purchase is to replace Unit No. 9224-31 and is part of the approved Fiscal Year 2023-2024 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$224,091.00

Proposed Expenditure/(Revenue)
\$224,091.00

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Technical Specifications
4. TOFM Dump Body Spec

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



Bid Award Recommendation

Date: 5/3/2024 – VERF – FY24

Description: **12 Yd Tandem Axle Dump Truck w/Plow Hitch & Hydraulics**

Qty.: 1

Replaces: 9224-31, A 2011 12 Yd Tandem Axle Dump Truck with Plow Hitch – Pavement Maintenance

Bidder: Bruckner Truck Sales, Jake Maxwell 214-551-6199, jmaxwell@brucknertruck.com
Via HGAC Cooperative Contract# HT06-20.

Item: 1 Mack GR64FR With Warren 12 Yd dump Bed, MTE Snow Plow Hitch, and Central Hydraulics as per HGAC Contract Pricing Worksheet dated 5/3/2024 and Technical Specification "Granite 64FR Mack"

Total Cost of Vehicles, Equipment & Installation:

\$224,091.00

It is Fleet Services recommendation to award the bid to **Bruckner Truck Sales** in the amount of **\$224,091.00** utilizing the **HGAC Cooperative Contract # HT06-20**.

Fleet Services Manager

5/3/2024

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 9/28/2023
 Suggested Vendor: Bruckner Mack
 Contact (if known): Jake Maxwell
 Address (if available): 3611 Irving Blvd Dallas, Texas
75247
 Phone/Fax: _____



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 224,091	1	New Mack dump truck with plow hitch and dump bed.	\$ 224,091.00	\$ 224,091.00
					-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 224,091.00

Name/Phone Ext.: Manny Palacios
 Approved By: Manny Palacios
 Unit #(s) to be replaced
 or specify NEW Unit: 9224-31
 Spec Name: GR64FR

APPROVALS:
 Fleet Manager: Bill Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: HGAC HT06-20

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



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

HT06-20

Date
Prepared:

5/3/2024

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Town of Flower Mound	Contractor:	Bruckner Truck Sales
Contact Person:	Keith Gabbard	Prepared By:	Bob Davie
Phone:	432-336-5085	Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:	keith.gabbard@flower-mound.com	Email:	bob.davie@brucknertruck.com
Product Code:	18	Description:	GR64FR

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 42900

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
4500 RDS	18500	Transmission Cooler	3200
Double Reduction Rear Axle	4200	46K rear axle	8800
Traction Diff	3900	Wheelbase 226	5100
Upgrade to 46K Suspension	8800	Flaming River Battery Disconnect	3150
Lube Rear axle	3100	11.811 x 3.54 x .437	4200
PTO Control and Switch	1250	Warren Dump Bed	26000
GR Vocational Package	3800	Transverse Torque Rods	3250
20K Front Axle	8800	315/80R22.5 Front Tires	1950
20K Springs	8800	Allison Vocational Package	3500
Bronze Trunnion Bushings	3150	Full Liner	3808
MP7 365	4350	Subtotal From Additional Sheet(s):	
Transynde Fluid	3200	Subtotal B:	134808

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to Warren dump for snow/plow	21575		
MTE Truck Plow Hitch	8235		
		Subtotal C:	29810

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 17%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Surcharge	11500		
Extended Warranty	4073	Subtotal D:	15573

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 223091

Quantity Ordered: 1 X Subtotal of A + B + C + D: 223091 = Subtotal E: 223091

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 1000

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 224091

TECHNICAL SPECIFICATION

GRANITE 64FR MACK SPEC



			WEIGHT (LB)	
APPLICATION PACKAGES		DESCRIPTION	FRONT	REAR
MPK05K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 11.8 GALLON (45L) DEF, SINGLE 22" LH FUEL TANK	0	0

			WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION	FRONT	REAR
S	002F52	CHASSIS (BASE MODEL)	4,853	1,764
S	99X93X	ASSEMBLY PLANT	0	0
	MP2001	CUSTOMER FLEET SIZE	0	0
	013002	TYPE OF SERVICE	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	0	0
	M84043	INTENDED REGISTRATION LOCATION	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	0	0
	5FFB1X	BRAND ORNAMENT	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	0	0
S	DHX10X	ROAD CONDITION	0	0
	0050M5	VEHICLE USE & BODY/TRAILER TYPE	0	0
	2KEZ1X	TRAILER TYPE	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	0	0
S	7OBB1X	BRAKE REGULATION	0	0
	QCXA1X	TOPOGRAPHY	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT (GTA)	0	0
	032A79	OPERATING TERRAIN GRADE CONDITIONS	0	0
S	033A10	LOADING SURFACE FACTOR	0	0
	0342A2	VEHICLE VOCATION	0	0

			WEIGHT (LB)	
ENGINE/TRANSMISSIONS		DESCRIPTION	FRONT	REAR
	1004N0	ENGINE PACKAGE, COMBUSTION	1,855	463
S	3GCB1X	GHG APPLICATION, VEHICLE	0	0
	136206	TRANSMISSION	732	245
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	0	0

			WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION	FRONT	REAR
	Z8FT1X	NOX LIMITS	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	0	0
	MCF01F	CHASSIS MOUNTED EMISSIONS FINISH	0	0
	DF10M1	DIESEL EXHAUST FLUID TANK	0	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
EXHAUST/EMISSIONS		DESCRIPTION		FRONT	REAR
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST SYSTEM MATERIAL FINISH	W/O BRIGHT FINISH EXHAUST	0	0
	78ADCX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2023	0	0

				WEIGHT (LB)	
ENGINE EQUIPMENT		DESCRIPTION		FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4
	L5XF1X	BATTERY BOX COVER	POLISHED ALUMINUM	5	0
	LLXC1X	EMERGENCY START CONNECTIONS	EMERGENCY START STUDS, BATTERY BOX MOUNTED	7	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0
	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	31	0
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0
S	JMxB1X	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
	36AD1X	TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)	0	0
S	2YBZ1X	ENGINE STOP, EMERGENCY (CA in PC29 only)	WITHOUT ENGINE STOP, EMERGENCY	0	0

				WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT		DESCRIPTION		FRONT	REAR
	492007	GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
	195AA9	DRIVELINE - MAIN	MERITOR 176 MXL "XTENDED LUBE" (PROPS-M)	3	3
	204AA6	DRIVELINE - INTERAXLE	MERITOR 18 MXL "XTENDED LUBE"	0	31
	76AA1X	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE	0	0
S	8WAAAX	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0

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			WEIGHT (LB)	
CLUTCH/TRANS EQUIPMENT	DESCRIPTION		FRONT	REAR
139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0

			WEIGHT (LB)	
FRONT AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
241041	FRONT AXLE BRAKES	MERITOR "S" CAM 16.5" X 7" Q-PLUS BRAKES	0	0
S U3XA1X	BRAKE, FRONT	CAST IRON	0	0
S U0AA1X	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC	0	0
S V7AB1X	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
S 0KXA1X	HUB MATERIAL, FRONT	FERROUS	157	0
S 61500A	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S 1KAA1X	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE	0	0
245AB0	STEERING	SHEPPARD SD110 + HD94	206	0

			WEIGHT (LB)	
REAR AXLE EQUIPMENT	DESCRIPTION		FRONT	REAR
2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S 617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S 01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
254015	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, ALL REAR AXLES w/ INDEPENDENT SWITCHES	0	0
S 3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
TAXGHX	REAR AXLE RATIO	3.98 RATIO	0	0
1860K6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY	0	1,930
402AA3	SPRINGS - ANTI-SWAY	SPRINGS, ANTI-SWAY	0	104
XZXA1X	REAR SUSP. BEAM BUSHINGS	BRONZE	0	36
S GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	12
2AAABX	REAR SPRING INSULATOR MAT'L	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
XYZZ1X	TRANSVERSE TORQUE RODS, R SUSP	WITHOUT TRANSVERSE TORQUE RODS	0	-66
S 237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S 253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
S U4XA1X	BRAKE, DRIVE, REAR	CAST IRON	0	0
S U1AA1X	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0
V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
S 300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
0LXI1X	HUB MATERIAL, DRIVE	ALUMINUM PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	212
S 698078	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M	0	0
S URXD1X	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S 3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

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				WEIGHT (LB)	
FRAME EQUIPMENT/FUEL TANKS			DESCRIPTION	FRONT	REAR
	271226	WHEELBASE	226"	148	148
	374063	AF (OVERHANG)	63"	-15	236
	MCE0CE	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN	0	0
	A0XF3X	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)	131	-13
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS	0	0
	4DXN6X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH	0	0
S	4ZAAAX	CROSSMEMBER, BOGIE TYPE	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
S	4EXG1X	TOWING DEVICE, FRONT	HOOKS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
	288AD8	FUEL TANK - LH	88 GALLON (335 L) 22" ALUMINUM D-SHAPE	177	75
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL HOSES, LIQUID	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

				WEIGHT (LB)	
AIR/BRAKE		DESCRIPTION		FRONT	REAR
	UWXB1X	AIRTANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS	0	0
S	U2XB1X	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

				WEIGHT (LB)	
ELECTRICAL		DESCRIPTION		FRONT	REAR
	5RXA6X	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB	0	3
	3120C2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & TRUCKLITE SIDE MARKER LAMPS	5	3
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
	NEXD2X	TAIL LAMPS	LED TYPE TAIL LAMP MODULE MTD BELOW REAR CROSSMEMBER	0	5

				WEIGHT (LB)	
TRAILER CONNECTIONS			DESCRIPTION	FRONT	REAR
S	WGXB1X	TRAILER BRAKE VALVE	W/O HAND CONTROL VALVE	-6	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
PTO	DESCRIPTION			FRONT	REAR
	TYXE1X	POWER TAKE OFF CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION	3	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

				WEIGHT (LB)	
SPECIALTY EQUIPMENT	DESCRIPTION			FRONT	REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	CAMERA, SURVEILLANCE	WITHOUT CAMERA	0	0

				WEIGHT (LB)	
CAB INTERIOR (A THRU G)	DESCRIPTION			FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
	I6AA1X	AUXILIARY PNEUMATIC OUTLET CAB (CA family in PC29 only)	AUX. INCAB PNEUMATIC LINE CLEANOUT	0	0
S	173AA5	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	I0XAHX	DOMELAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

				WEIGHT (LB)	
CAB INTERIOR (H THRU R)	DESCRIPTION			FRONT	REAR
S	C52082	INSTMT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
	20XB1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED ALIKE- (M-001)	0	0
S	13AA1X	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY	0	0
S	E3XD1X	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
	73AJ1X	ANTENNA - RADIO	48" ANTENNA RIGHT SIDE MIRROR MOUNTED	0	0
	5BXC3X	ANTENNA - CB RADIO	PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)	3	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0
	784054	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC	12	5

				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)	DESCRIPTION			FRONT	REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0

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				WEIGHT (LB)	
CAB INTERIOR (S THRU Z)		DESCRIPTION		FRONT	REAR
S	196AAA	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	71	16
S	MAPB2X	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9
S	MAQB2X	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL	0	0
	3PXA1X	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY	3	3
	5920G2	SEAT BELT(S)	LAP & SHOULDER HEIGHT ADJUSTMENT D-RING SEATBELT RH/LH ORANGE IN COLOR	0	0
S	D8XC1X	SEAT BELT REMINDER	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	IGNITION TYPE	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
	40000E	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FRONT WHEEL OPENING	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
	26XA1X	HOOD HATCH	WITH INSPECTION HATCH FOR SNOWPLOW HOOD	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
	152AB6	MIRRORS - EXTERIOR	AERO MIRROR - BODY COLOR, HEATED & MOTORIZED both sides, WIDE ANGLE both sides, W/O LAMPS	3	0

				WEIGHT (LB)	
AERODYNAMIC DEVICES		DESCRIPTION		FRONT	REAR
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)	336	0
	5311Y1	WHEELS - FRONT	22.5x9.00 ACCURIDE 29039x GRAY POWDER COATED STEEL, 5.75" OFFSET, 5 HAND HOLE (Total for QTY = 2)	208	0
	901601	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M713 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	971
	3462L6	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 51408x WHITE POWDER COAT STEEL, 6.60" OFFSET, 2 HAND HOLE (Total for QTY = 8)	0	565
	15XAEX	TIRE INFLATION VALVE	VALVE STEM, ALLIGARD, W/ (MEYER V2B) FLOW THRU CAP	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0

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				WEIGHT (LB)	
COMMUNICATION SYSTEMS		DESCRIPTION		FRONT	REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

				WEIGHT (LB)	
ENGINE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	ENG FAN CNTL, A/C ON, TIME SET	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
	B1AZ1X	IDLE S/D WARNING TIME	WITHOUT IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFx	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0
S	B3ABAX	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ABAX	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	B4ADAX	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0

				WEIGHT (LB)	
TRANSMISSION ELECTRONICS		DESCRIPTION		FRONT	REAR
	779009	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOCATIONAL/PLOW(223) - REQUIRES SERVICE BRAKE TO ENGAGE GEAR (4TH GEAR LIMIT SECONDARY FOR PLOW	0	0
	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE	0	0
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	JCXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL RSL SETTING	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E5AACX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	X2BB1X	ROAD SPEED LIMIT CONTROL TYPE	RSL CONTROL TYPE NORMAL	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FAHX	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KMH (15MPH)	0	0

PRICELIST DATE

20230717

QUOTATION

BRUC2023000690F286

DATE

10/20/2023

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
VEHICLE ELECTRONICS		DESCRIPTION		FRONT	REAR
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	X3CB1X	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED	0	0
S	0PAZ1X	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0
	940944	MIRROR COVER COLOR	SAME AS FIRST COLOR - MIRROR COVER	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

				WEIGHT (LB)	
CALCULATED CODES - KAX		DESCRIPTION		FRONT	REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0
	D5EA1X	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION		FRONT	REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0

PRICELIST DATE

20230717

QUOTATION

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	FRONT	REAR
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0
	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0
S	M69089	GUARDDOG CONNECT BUNDLE	NO GUARDDOG CONNECT (ASIST & MACK ONECALL)	0	0

				WEIGHT (LB)	
SERVICES			DESCRIPTION	FRONT	REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

				WEIGHT (LB)	
Z - TO BE DISCONTINUED - GOING OBSOLETE			DESCRIPTION	FRONT	REAR
	CIRAA2	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, BASIC	0	0

FRONT / REAR AXLE WEIGHTS (LB)

9427 8259

TOTAL WEIGHT (LB)

17686

MACK®



Mack Trucks
www.macktrucks.com



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

DATE: May 20, 2024

FROM: Darren Branch, Lieutenant Professional Standards

ITEM: **Consider approval of purchasing (1) 2023 Toyota Highlander vehicle, with a police equipment package from Silsbee Toyota as per Town of Flower Mound specifications and vendor estimate via TIPS USA Cooperative Contract #210907, for \$50,626.50.**

BACKGROUND: The Police Services Department is requesting the purchase of (1) 2023 Toyota Highlander vehicle with Police Equipment Package as per Town of Flower Mound specifications and vendor estimates via TIPS USE Cooperative Contract #210907 for \$50,626.50. This purchase replaces (1) current unit which is scheduled to rotate out of service. The purchase and replacement of this vehicle is part of the approved Fiscal Year 23-24 budget and Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Nothing that provides the same benefits and availability.

FISCAL IMPACT: \$50,626.50

Proposed Expenditure/(Revenue)
\$50,626.50

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Defender Quote (Equipment Package)
3. Fleet Requisition
4. Quote

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



Bid Award Recommendation

Date: 3/22/2024 – VERF FY24

Description: **Toyota Highlander**

Qty.: 1

Replaces: 43500-32, a 2016 Ford Transit Wagon - Police

Bidder: Silsbee Toyota, Seth Gamblin 512-436-1313 sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 210907.

Item: 1 – Grey Metallic 2023 Toyota LE FWD Highlander Vehicle with Defender Police
Upfit 38541 as Identified on Silsbee “TOYOTA HIGHLANDER” Quote Dated
3/19/2024

Total Cost of Vehicles, Equipment & Installation:

\$50,626.50.00

It is Fleet Services recommendation to award the bid to **Silsbee Toyota** in the amount of
\$50,626.50 utilizing the **TIPS USA Cooperative Contract #210907**.

Fleet Services Manager

3/22/2024

Date



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	3/18/2024
Estimate #	38541
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
	Toyota Highlander- CID				
Tint-4Door-SUV-Reg	Window Tint - All Windows - Medium Size SUV 5% and Eyebrow		1	322.00	322.00T
Misc	SFIONR Whelen Spitfire ION Dash Light, Red	Front Visor	1	139.00	139.00T
Misc	SFIONB Whelen Spitfire ION Dash Light, Blue	Front Visor	1	139.00	139.00T
WH-C399	Whelen Cencom Core Amp Control Module		1	328.00	328.00T
WH-CCTL5	Whelen WCX Core Control Head, Hand Held		1	236.00	236.00T
WH-SA315U	Whelen 100 watt Heavy Duty Black Plastic Siren / PA Speaker		1	181.00	181.00T
WH-SAK1	Whelen Universal 'L' Shape Siren Speaker Bracket		1	41.00	41.00T
WH-CEM8	Whelen WeCanX Core 8 Expansion Module		1	76.00	76.00T
EM-2601-1003B	14 position power distribution module with built in timer, ignition, constant, over/under voltage sensing and circuit breaker.		1	171.00	171.00T
IE-5045	ST Blade Compact Fuse Blocks - 4 Circuits		1	36.00	36.00T
WIRE-CUSTOM	Custom Wire Harness - Toyota Highlander Main Engine Bay Cargo Hatch		1	498.00	498.00T
WH-XI3JC	Whelen Trio Color Linear ION Red/Blue/White with Smoked Lens	Behind Grill	2	147.00	294.00T
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	582.50	582.50
WH-I3JC	Whelen Trio Color Linear ION Red/Blue/White Rear Side Glass, Side Facing	Rear Side Glass	2	119.00	238.00T
WH-TLMI2J	MINI ION T-SERIES LT RED/BLUE Foglamp Area	Foglamp Area	2	89.00	178.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



845 FM 407 W
Argyle, TX 76226

A black Toyota 4Runner SUV is parked indoors, likely in a showroom or garage. The vehicle features a large front bumper with a winch, a roof rack, and emergency lights on the roof. The side of the vehicle has "DEFENDER SUPPLY" branding with a logo. The license plate area displays "PPV19". The background shows a wooden floor and a wall with an American flag.

Bill To	Customer Contact	
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028	Customer Phone	972-874-6037 AP
	Customer E-mail	accountspayable@flower-mound....

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Signature _____

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 3/22/2024
 Suggested Vendor: Silsbee Toyota
 Contact (if known): seth gamblin
 Address (if available): _____
 Phone/Fax: 512-436-1313



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Amt Quoted	Amount
565-450-84500-6130	\$ 65,000	1	2023 Toyota Highlander, Grey Metallic	\$43,286.50	\$43,286.50
		1	Police Equipment and Install	\$7,340.00	\$7,340.00
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$50,626.50

Name/Phone Ext.: Darren Branch 6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-32
 Spec Name: _____

APPROVALS:
 Fleet Manager: BILL STERNER

 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS 210907

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



PRODUCT PRICING SUMMARY

TIPS- USA 210907 Automobiles

VENDOR--Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: TOYOTA HIGHLANDER

Date: March 19, 2024

A. Bid Item: _____

A. Base Price: \$ 36,325.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
6946	2023 HIGHLANDER LE FWD	\$ 5,895.00			
	TURBO 4 CYL.	\$ -			

Total of B. Published Options: \$ 5,895.00

Published Option Discount (5%) \$ -

C. Additional Options

\$= 17.9 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR -GREY METALLIC	\$ -
1 ADDITIONAL KEY FOB TOTAL OF 3	\$ 199.00		
		** UNIT ON ORDER **	
DEFENDER 38541	\$ 7,340.00		

Total of C. Unpublished Options: \$ 7,539.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 500.00

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 210 miles

\$ 367.50

H. Subtotal:

\$ 50,626.50

I. Quantity Ordered 1 x K =

\$ 50,626.50

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 50,626.50



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

DATE: May 20, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the award of Bid No. 2024-18-B Utility Sites Security Fence and Gate Implementation project to Triple-C Fence, LLC for the construction of security gates and fences at various Public Works utility sites in the amount of \$268,050.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This item is to approve the award of Bid No. 2024-18-B Utility Sites Security Fence and Gate Implementation Project. The security gates and fences are part of the capital improvement project, Water and Wastewater System Security Implementation, to provide access security enhancements to the Town's Water and Wastewater facilities. There are approximately 13 facilities that have been identified as needing a secured access perimeter. This bid is for the construction and installation of security fences and gates to properly secure the Town's water and wastewater facilities and meet the guidelines of the Department of Homeland Security National Water Sector Infrastructure Protection Plan. These security enhancements are also the top recommendations from the EPA required Water System Risk & Resiliency Assessment conducted in 2020 for compliance with the America's Water Infrastructure Act. The Town has 32 remote utility sites and 13 of these sites have been identified as needing security fencing to prevent intrusion and trespassing.

On April 19, 2024, bids were received for the Utility Sites Security Fence and Gate Implementation Project. The Town received five responsive bidders. The Public Works Department is requesting to award Bid No. 2024-18-B to Triple-C Fence, LLC. This bid is being recommended for award based on a set of criteria as noted on the solicitation documents, including overall cost, references /previous experience, and locality, with the highest percentage being price.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve would continue to have unsecured utility sites and risk our water utility infrastructure.

FISCAL IMPACT: \$268,050.00

Proposed Expenditure/(Revenue)

\$134,025

\$134,025

\$268,050

Account Number(s):

630-970-98940-6180 (Wastewater)

610-960-98940-6170 (Water)

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

ATTACHMENTS:

1. W9 2024
2. 1295 Town of Flower Mound
3. COI-Town of FLower cert
4. Triple - C Auto AI WOS 23-24
5. Submitted Bid - Triple-C Fence LLC

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

Bid Certification Form
RFP No. 2024-18-B
Utility Sites Security Fence and Gate Implementation

Company Information

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

Company Name: Triple - C Fence, LLC

Principal Place of Business Address: 1803 Arondale Haslet Rd.

Principal Place of Business City, State, Zip: Haslet Texas 76052

Principal Place of Business Phone Number: 817 825 4554

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): SAME

Remittance City, State, Zip: _____

Tax Identification No: 83 0702529

Addendums

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

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

Certification

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

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

Authorized Representative: _____

Signature

Date

MIKE McDONALD

Printed Name

Managing Member

Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Triple-C Fence, LLC

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

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

Name of Officer

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

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

Yes

No

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

Yes

No

W Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.

D Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(8), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

3/13/24
Date

BID PROPOSAL
UTILITY SITES SECURITY FENCE AND GATE IMPLEMENTATION

Item	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Mobilization to all locations, insurance, performance, and bonds.	\$ 13,300	\$ 13,300
2	160	LF	Location #1 Chin Chapel Lift Station : 6 FT height wrought iron fence with outwardly directed iron bars powder coated black per attached detail and specifications.	\$ 110	\$ 17,600
3	1	EA	Chin Chapel Lift Station: Install 20 FT X 6 FT Double wrought iron swing gates per attached detail and specifications.	\$ 6,200	\$ 6,200
4	160	LF	Location #2 Justin Road Lift Station : 6 FT height wrought iron fence with outwardly directed iron bars powder coated black per attached detail and specifications.	\$ 110	\$ 17,600
5	1	EA	Justin Road Lift Station: Install 20 FT X 6 FT Double wrought iron swing gates per attached detail and specifications.	\$ 6,200	\$ 6,200
6	160	LF	Location #3 Wichita II Lift Station : 6 FT height wrought iron fence with outwardly directed iron bars powder coated black per attached detail and specifications.	\$ 110	\$ 17,600
7	1	EA	Wichita II Lift Station: Install 20 FT X 6 FT Double wrought iron swing gates per attached detail and specifications.	\$ 6,200	\$ 6,200
8	130	LF	Location #4 Twin Coves Lift Station: Install 8 FT height black vinyl chain link fence with black fabric and 3 strand barbed wire per detail and specifications.	\$ 93.85	\$ 12,200
9	1	EA	Twin Coves Lift Station: Install 20 FT X 8 FT Double gate black vinyl chain link fence with black fabric and 3 strand barbed wire per detail and specifications.	\$ 5,850	\$ 5,850
10	160	LF	Location #5 La Salle Lift Station : 6 FT height wrought iron fence with outwardly directed iron bars powder coated black per attached detail and specifications.	\$ 110	\$ 17,600
11	1	EA	La Salle Lift Station: Install 20 FT X 6 FT Double wrought iron swing gates per attached detail and specifications.	\$ 6,200	\$ 6,200
12	120	LF	Location #6 Bella Lago Lift Station : 6 FT height wrought iron fence with outwardly directed iron bars powder coated black per attached detail and specifications.	\$ 110	\$ 13,200

13	1	EA	Bella Lago Lift Station: Install 20 FT X 6 FT Double wrought iron swing gates per attached detail and specifications.	\$ 6,200	\$ 6,200
14	1	EA	Location #7 Wastewater Treatment Plant Main Entrance: Install 20 FT X 6 FT Height double wrought iron gate with 3 strands barb wire. Include two operators and dual height card reader pedestal per detail and specifications.	\$ 25,800	\$ 25,800
15	1	EA	Location #8 PTA Gate Entrance: Install 23 FT X 6 FT Height chain link slide gate with 3 strands barb wire. Includes one operator and dual height card reader pedestal per detail and specifications.	\$ 22,900	\$ 22,900
16	1	EA	Location #9 SBR Gate Entrance: Install 23 FT X 6 FT Height chain link slide gate with 3 strands barb wire. Includes one operator and dual height card reader pedestal per detail and specifications.	\$ 22,800	\$ 22,800
17	300	LF	Location #10 Fence Repair: Remove existing fence and install new 6 FT height chain link fence with 3 strand barbed wire per detail and specifications.	\$ 46.33	\$ 13,900
18	1	EA	Location #11 Southside Lift Station: Install 20 FT X 6 FT height black vinyl chain link slide gate with 3 strands barbed wire. Includes one operator and dual height card reader pedestal per detail and specifications.	\$ 17,800	\$ 17,800
19	40	LF	Southside Lift Station: Reset and repair existing 6 FT height black vinyl chain link fence per detail and specifications.	\$ 37.50	\$ 1,500
20	1	EA	Location #12 Bruton Orand Water Pump Station: Using existing slide gate install new 7" nylon cantilever guide rollers for automatic operational. Includes one operator and dual height card reader pedestal per detail and specifications.	\$ 14,800	\$ 14,800
21	1	EA	Location #13 Kirkpatrick Lift Station: Expand existing fence gate from 14 FT to 18 FT. Install new double gates with 3 strands barbed wire per detail and specifications.	\$ 2,600	\$ 2,600

TOTAL \$ 268,050.00

Exceptions & Deviations to Specifications

Proposer shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with the specification.
Additional sheets may be used if required.

* See ATTACHED

If more space needed, please attached separate sheet.

Company Name Triple-C Fence, LLC
Address 1803 Arondale Haslet Rd. Haslet, Texas 76052
Years in Business 24

By: [Signature]

(Name)

Managing Member
(Title)

Bidder shall provide at least five references from previous municipal or commercial projects with similar services as described on this proposal for the past five years. See page 23.

Exceptions & Deviations to Specifications:

All materials bid on this project are fully galvanized inside and out (Posts, rails, and pickets). All panels are welded (no bracket system) style to match the specs given. All paint is electrostatically applied with a chemical-based wash prime system for all galvanized products.



References

Northwest ISD
2301 Texan Drive
Justin, TX 76247
Sarah Stewart
817-215-0086
sarah.stewart@nisdtx.org

Steele & Freeman
1301 Lawson Road
Fort Worth, TX 76131
Mike Freeman
817-319-3195
mfreeman@steelefreeman.com

Grand Prairie ISD
2602 S. Beltline Rd.
Grand Prairie, TX 75052
Dean Oberg
682-215-9915
Dean.oberg@gpisd.org

Plano ISD
2200 Independence Parkway
Plano, TX 75075
Bill Couzynse
214-695-0329
Bill.couzynse@pisd.edu

Birdville ISD
6125 E. Belknap Street
Haltom City, TX 76117
John Hughes
817-547-5844
John.hughes@birdvilleschools.net



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

DATE: May 20, 2024
FROM: Meg Jakubik, Director of Budget Services
ITEM: **Consider an agreement with ClearGov, Inc for online subscription budgeting software through September 30, 2029.**

BACKGROUND: ClearGov, Inc provides online budgeting and planning solutions for local government agencies. They have multiple solutions that will improve the budgeting process and allow the Town of Flower Mound to increase transparency with our residents.

The agreement will provide access to the following ClearGov Solutions:

- Operational Budgeting - A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Personnel Budgeting - Software to develop personnel budgets and enable you to compare and analyze personnel budgeting scenarios.
- Capital Budgeting - Software to collect, organize and present capital requests and create multi-year scenarios to optimize capital utilization.
- Digital Budget Book - Create an online budget book built to GFOA guidelines that is pre-populated with financial, capital request data, charts and more.
- ClearPlans - An online platform to streamline building, executing, and managing local strategic, comprehensive, or departmental plans.
- Transparency - An online portal that transforms government financial data into easy-to-understand infographics and provides opportunities to develop dashboards to report on department performance.

ClearGov has agreed to waive the set-up costs and has provided a bundle discount on the services selected. In order to align costs with the Town's fiscal year, the first portion of the agreement is pro-rated through September 30, 2024, in the amount of \$23,433.33. This amount will be paid with ARPA funding. The agreement continues for a five-year term, through September 30, 2029. The costs for the initial year are \$70,300, which, upon approval of the agreement, will be included as a non-discretionary package in the proposed FY 24-25 budget. The cost for services will increase 3% for each year of the agreement, which is a locked rate increase. Should the Town become dissatisfied with the service, the agreement does include a non-appropriation clause to terminate the agreement.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES:

FISCAL IMPACT: Annual ongoing Subscription fee of \$70,300 for FY 24-25, with a 3% increase each subsequent year of the agreement.

Proposed Expenditure

\$24,333.33

Account Number(s):

Fund 378

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

ATTACHMENTS:

1. Flower Mound TX Full Suite Service Order
2. CG - Flower Mound_TX - Service Agreement

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

Created by	Dennis Maher
Contact Phone	817-205-9980
Contact Email	dmaher@cleargov.com

Order Date	Mar 27, 2024
Order valid if signed by	May 30, 2024

Customer Information					
Customer	Town of Flower Mound	Contact	John Zagurski	Billing Contact	John Zagurski
Address	2121 Cross Timbers Road	Title	CFO	Title	CFO
City, St, Zip	Flower Mound, Texas 75028	Email	john.zagurski@flower-mound.com	Email	john.zagurski@flower-mound.com
Phone	972-874-6000			PO # (If any)	

This Service Order will be contracted through...	
Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	\$ 34,875.00
Onboarding Discount: WAIVED customer value add	Tier 4	\$ (34,875.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition	Tier 4	\$ 24,500.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 4	\$ 23,100.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 4	\$ 18,300.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 4	\$ 15,300.00
ClearGov BCM Transparency - Civic Edition	Tier 4	\$ 14,100.00
ClearGov ClearPlans - Civic Edition	Tier 4	\$ 15,300.00
Single Sign-On Authentication - Add-on. Civic Edition	Tier 4	\$ 900.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 4	\$ (41,200.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 70,300.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jun 1, 2024	Jun 1, 2024	ClearGov Setup Services
Pro-Rata	Jun 1, 2024	Sep 30, 2024	ClearGov Subscription Services
Initial	Oct 1, 2024	Sep 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jun 1, 2024	\$ -	One Time Setup Fee
Jun 1, 2024	\$ 23,433.33	4 Month Pro-Rata Subscription Fee
Oct 1, 2024	\$ 70,300.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein

Billing Terms and Conditions		
Valid Until	May 30, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first one hundred twenty (120) days of the Service Period, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with Texas Tax Cod Sction 151.309, ClearGov understands that Customer is a municipal corporation who qualifies for exemption from state and local use taxes.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
BuyBoard Contract	This ClearGov Service Order is also subject to the terms and conditions in the Buyboard Contract #692-23 (the " Buyboard Contract "). In the event of any conflict between the terms of the BuyBoard Contract and this Service Order or the BCM Service Agreement, the terms of the BuyBoard Contract shall take precedence.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an " Annual Term "), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement, attached as Exhibit A and incorporated herein.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**").

WHEREAS, ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov Apps and provides various features and functionality via such ClearGov Apps; and

WHEREAS, Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov Apps;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means a registered user access point for the ClearGov Service.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
 - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.5) "**ClearGov Service**" means the complete set ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**Customer Budget Book .PDF**" means one or more .PDF files of Customer's annual budget book created by customer using the ClearGov Apps.
 - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer pursuant to this Agreement. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
 - 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customers is located.
 - 1.10) "**Customer Web Site**" means any Web site owned and

operated by Customer.

- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own as well as any third-party use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Terms set forth in all applicable Service Order(s). Each Term is a fiscal year (October 1 through September 30; called "Annual Term" in the Service Order). In this Agreement, the initial Term commences on the Start Date (June 1, 2024) and ends on September 30, 2029. This Agreement shall continue in full force and effect for each Term unless terminated (i) in accordance with the terms and conditions of this Agreement or (ii) upon expiration of this Agreement.,
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within five (5) business days after receipt of written notice thereof.
 - b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
 - c) Customer may terminate this Agreement in accordance to the General Terms & Conditions listed on the Service Order
- 3.3) Obligations. Upon expiration or termination of this Agreement:
 - a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its

- possession or control;
 - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
 - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees;
- 3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Interest and Collections. Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest in accordance with Texas Government Code Section 2251.025. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

5) Intellectual Property.

- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) Data Ownership; License and Sensitive Data.
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
 - b) Customer represents and warrants that the Customer Data provided by Customer to ClearGov shall NOT include data that may reasonably be deemed sensitive and/or personal in nature ("**Sensitive Data**"), including but not limited to personal wage garnishments, individual healthcare-related expenses, etc. In the event that Customer Data includes such Sensitive Data, Customer shall assume full responsibility for the disclosure of such Sensitive Data and shall hold harmless ClearGov against any cost, loss or expense resulting from any claims by third parties for loss, damage or injury arising out of or relating to the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify that all Sensitive Data has been excluded from the Customer

Data.

- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to (1) use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service to Customer.
- 5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the ClearGov Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover any source code or trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov, unless contemplated within this Agreement; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate any laws, regulations or third-party contracts.
- 6.3) Indemnification by ClearGov. At ClearGov's cost, ClearGov

agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such claim, suit or action. Customer shall cooperate as fully as reasonably required in the defense of any claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any claim, action or demand without the written consent of Customer, such consent not to be unreasonably withheld.

6.4) **Disclaimer.** THE CLEARGOV SERVICE, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLEARGOV PROVIDES NO WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.

6.5) **Limited Warranty.** ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) **Limitation of Liability.** NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR

INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.3; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) **Essential Element.** The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement. This includes any information obtained by ClearGov in providing services under Section 2.1.

7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) **General.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement

shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals. This Agreement may only be amended by written instrument approved by both Parties.

- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, professional liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the State of Texas, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement, shall be determined in Denton County, Texas. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce.
- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation,

regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.
- 8.11) Financial Data Onboarding. For purposes of this Agreement, the Parties agree that "Financial Data Onboarding" is the process of transferring the Customer Data to the ClearGov Service. The Parties further agree that time is of the essence for ClearGov when completing the Financial Data Onboarding of Customer Data and is a material Deliverable of this Agreement.



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

DATE: May 20, 2024

FROM: James Childers, Town Manager

ITEM: **Discuss and provide feedback on the Town's legislative priorities for the 89th Texas Legislative Session.**

BACKGROUND: This item is to discuss the Town's legislative priorities in preparation for the 89th Texas Legislature. During the 88th Texas Legislature, the Town experienced difficulties in communicating concerns through the legislative process. With this experience in mind, Town Council directed staff to provide the Town with a better legislative strategy for the 89th Texas Legislature. Town Council approved the professional services agreement with Bird Advocacy & Consulting Inc. at the April 15th Town Council meeting. Bird Advocacy & Consulting Inc. will provide the Town with representation in the upcoming 89th Texas Legislature and provide a conduit for communication with state representatives. The intent of this discussion is to provide Town Council with the legislative priorities, charges, and potential legislation that are expected and to receive feedback and direction from Town Council in order to formulate the Town's legislative priorities for the upcoming legislative session.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

DRAFT MOTION: No action is required by the Town Council on this item.



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

DATE: May 20, 2024
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Flower Mound Road Panel Replacement project, through the Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$2,276,763.00.**

BACKGROUND: On August 21, 2023, the Town Council approved the annual unit bid contract No. 2023-56-A for Concrete and Drainage Improvement Services to Apex Concrete Construction, F&F Concrete, and Quick Set Concrete. This contract allows for various construction activities related to pavement and drainage improvements and sets unit bid prices for these services.

Staff would like to utilize this contract for the Flower Mound Road Panel Replacement project as identified on the capital improvement plan. The project includes replacing multiple deteriorating concrete panels along Flower Mound Road from Long Prairie Road to Cross Timbers Road. F&F Concrete Construction has an excellent history with the Town for concrete road construction and is available for this project. Town staff has verified F&F Concrete's project cost estimate based on contract 2023-56-A Concrete and Drainage Improvement Service.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision not to approve would limit the number of concrete panels to be replaced and lead to faster deterioration of roadway.

FISCAL IMPACT: \$2,276,763.00

Proposed Expenditure/(Revenue)
\$2,276,763.00

Account Number(s):
316-560-78062-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Flower Mound Road- Estimate 7795 5-20-24

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

F & F Concrete, LLC

P.O. Box 1592

Rowlett, Texas 75030-1592

Phone #	Fax #
972-202-9202	469-304-0399

Proposal

Date	Estimate #
5/1/2024	7795

Name / Address
Town of Flower Mound Account Payable 2121 Cross Timbers Road Flower Mound, Texas 75028

Project
Concrete & Drain Improvements - 9427

Description	Cost	Qty		Total
Location: Flower Mound Road - Concrete Pavement Panel Replacement Flower Mound, Texas Contact Person: Keith Concrete and Drain Improvement Services 2023-56-A				
(6) Excavate 6'-8" dirt - 13450.70 SY	18.65	13,450.7		250,855.56
(19) Cut and remove TXDOT, Pedestrian curb ramp - 1 EA	400.00	1		400.00
(20) Construct TXDOT Pedestrian curb ramp - 1 EA	1,600.00	1		1,600.00
(33) Cut and remove 6"-8" reinforced concrete pavement - 13450.70 SY	31.50	13,450.7		423,697.05
(41) Place 8" concrete pavement (min 4200 PSI) - 12933.34 SY	81.00	12,933.34		1,047,600.54
(44) Install 6" reinforced integral curb - 9312 LF	10.00	9,312		93,120.00
(76) Install geogrid for subgrade stabilization - 13450.70 SY	10.25	13,450.7		137,869.68
(84) Install and compact flexbase 6" - 3012.95 CY	94.00	3,012.95		283,217.30
(92) Remove and replace inlet top 10' - 2 EA	3,151.00	2		6,302.00
(94) Remove 10' curb inlet (0'-6' depth) - 2 EA	1,000.00	2		2,000.00
(95) Vertical foot extra depth - 1 FT	200.00	1		200.00
(133) Install bermuda sod - 1300 SY	23.00	1,300		29,900.00
Subtotal				2,276,762.13

Total

\$2,276,762.13



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

DATE: May 20, 2024

FROM: Codie Freeman, Planner

ITEM: **Consider approval of an amendment to the Development Agreement (DA23-0004) with VCA Real Property Acquisition Corporation, to amend Sections 7, 8, and 9 of the Original Agreement to modify standards related to an existing masonry wall and landscaping within the 25-foot landscape buffer along the northern property line; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND:

VCA Animal Hospital is a currently operating business on 1.1696-acre Lot 1, Block A, of the Angel Vet Center Addition No.1. On October 16, 2006, the Town Council entered into a Development Agreement (DA) with the Developer to address temporary access into the property from Long Prairie Road and the compatibility buffer requirements along the northern property line. At the time the DA was approved for this development, the property to the north was zoned Single Family Estate District (SF-E) and Agricultural District (A) uses. Due to residential adjacency to the north at the time of zoning and DA approvals, the VCA site was required to provide a compatibility buffer, which included construction of a six-foot masonry wall and installation of required landscaping within the buffer along the northern property line. The conditions in the DA stipulate removal of the wall at the time the adjacent property is rezoned to non-residential uses in conformance with the Town's Master Plan.

Purpose of DA amendment:

The property to the north has now been rezoned to Planned Development District-186 (PD-186) with Retail District-2 (R-2) and Office District (O) uses and is planned for non-residential development. Per the DA, the property owner is required to remove the six-foot masonry wall along the northern property line. The property owner is requesting to amend certain sections of the DA that would allow them to retain the existing masonry wall and to remove certain landscape elements from the buffer in order to allow for the addition of a pet relief area with fencing.

Request:

The applicant is requesting to amend language in sections 7, 8, and 9 of the existing DA. The language proposed would permit the masonry screening wall to remain. The property owner to the north has agreed to provide a wall maintenance easement on their record plat to provide access to VCA for wall maintenance. The proposal also includes removal of 47 shrubs located along the existing masonry wall and replacing the area with sod. Fencing is proposed to be added to create a pet relief area not to exceed 10,000 square feet. The applicant is proposing to install a four-foot wrought-iron or tubular-steel fence and a minimum of six-foot vinyl-coated chain link fence, as identified on the concept site plan. There are standards in the DA that require the chain link fence to be vinyl coated in black or green color.

The proposal for the fenced in pet relief area includes the following conditions:

1. No animals may be unmonitored in the pet relief area, and any use of the pet relief area requires a minimum of one (1) employee to be present to monitor the use of this area; and
2. There shall be a minimum of at least one (1) employee per two (2) animals in the pet relief area at all times.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

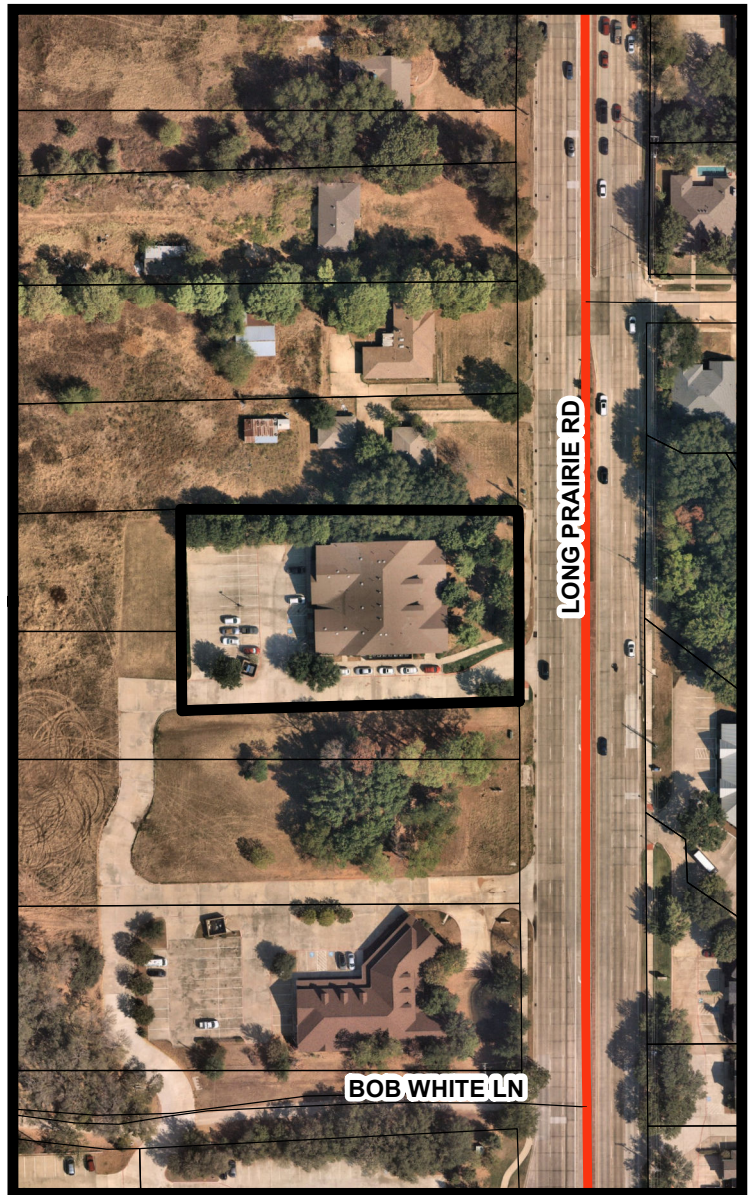
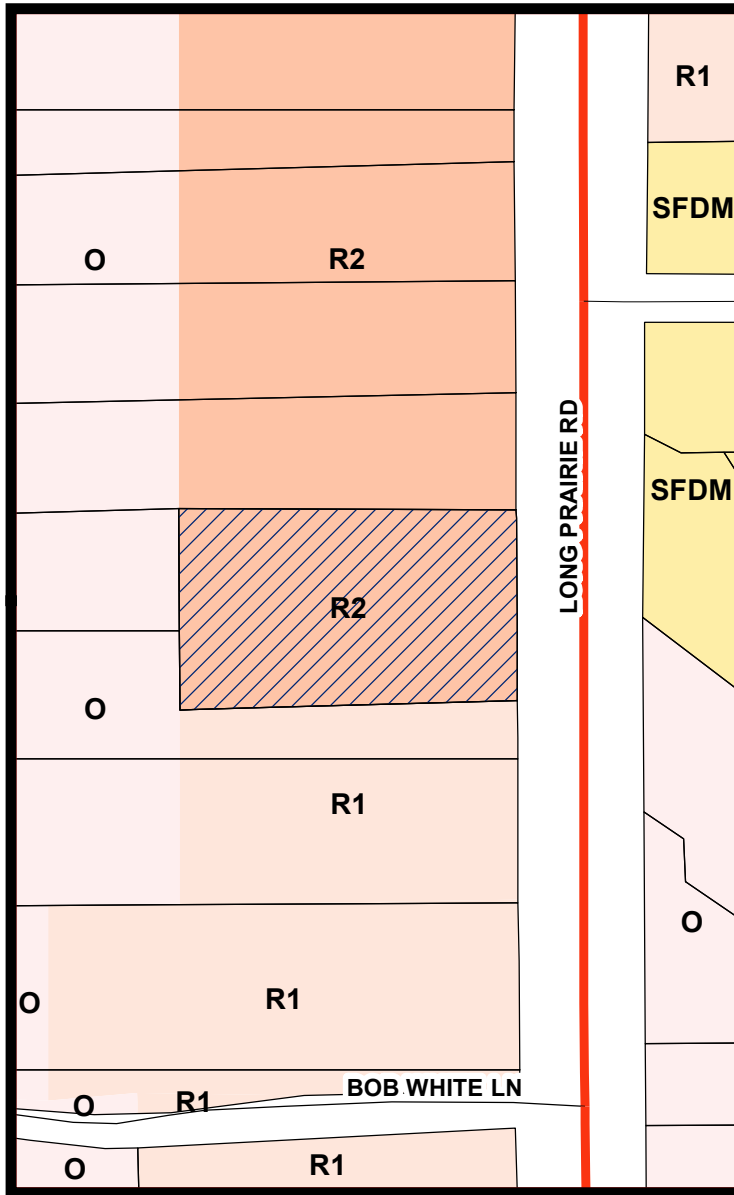
ATTACHMENTS:

1. Zoning & Aerial Map
2. Letter of Intent
3. Original Development Agreement
4. DRAFT Amended Development Agreement
5. DRAFT Exhibits

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

Vicinity Map

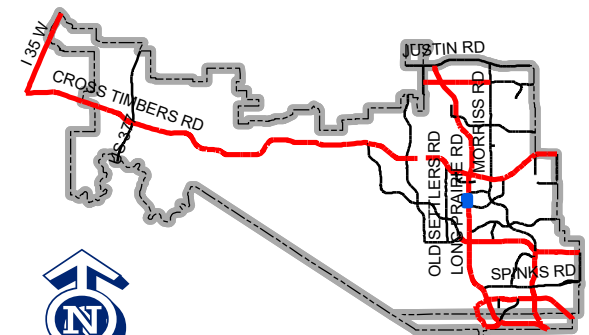
DA23-0004: VCA Animal Hospital



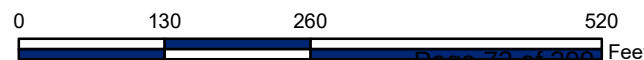
ZONING LEGEND

SFDM (obsolete)
 Office
 Retail 1
 Retail 2

Subject Property



Map Location



Letter of Intent to Amend DA

M&S Construction Group on Behalf of VCA Animal Hospital

To Whom it may Concern,

Below is the request to amend the DA of VCA Animal Hospital at 3041 Long Prairie Rd. This is associated with DRC23-0060 and will have the specific amendment request below.

1. Masonry Wall on North Property Line-

We would like to request to keep the existing masonry wall. Creates a compatibility barrier between the hospital and other non-residential lots to the north of the Masonry wall. The barrier will serve the community by helping keep the noise down while Pets are relieving themselves in the fenced area. The compatibility barrier is not required by Town standard, in keeping the barrier, we believe it would be going beyond Town standard and helping provide a safe and peaceful environment around the Animal Hospital.

2. Shrubs beside Masonry Wall-

We would like them to be removed and not replaced. The shrubs have a hard time growing and staying healthy because the area is heavily shaded, instead we would like to go back with new sod. This will give the animals more room and will look more aesthetically pleasing with Trees already being close to the masonry wall. On the "VCA Exhibit Plans" we have highlighted the shrubs that would be removed.

3. Add Fence to property-

The hospital would like to add a fence to the property to protect the animals as well as the community. This would allow the dogs to relieve themselves in a fenced area. This will reduce the liability of a dog escaping. Also, with the road being so close, the fence would reduce the fear of a dog causing an accident or getting hit on the road. The Animals will always be accompanied by a staff member when outside and will not be left out at any time other than to relieve themselves. The fence would meet all Town standards and the design and dimensions would be confirmed before construction began. On the first page of the "VCA Exhibit Plans" we have marked the layout of the fence and gates. The gates will look seamless with the fence and be the same material as the fence in that location. With the latest submission, there is a sample board showing similar materials that will be used at the location.

We recognize to accomplish the items above there is Amended Site Plan Project Application that would be required. We will go through all necessary permitting and satisfy all requirements to get the amendments approved after the application process. We believe these amendments will provide value through safety of the community members and pets and increase the visual aesthetics of the hospital. We look forward to working with the Town of Flower Mound, and if there are any questions please reach out.

Thank You,

M&S Construction Group

bids@msconstructiongrp.com



70 2006 00138441

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2006-138441

As

Recorded On: November 09, 2006

Agreement

Parties: TOWN OF FLOWER MOUND

To

Billable Pages: 15

Number of Pages: 15

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	72.00
Total Recording:	72.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-138441

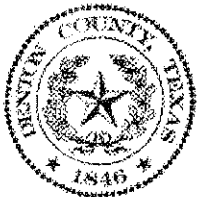
Receipt Number: 336908

Recorded Date/Time: November 09, 2006 11:26:31A

User / Station: J Morris - Cash Station 1

Record and Return To:

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS RD
FLOWER MOUND TX 75028



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

Town of Flower Mound
TOWN SECRETARY'S OFFICE
OFFICIAL FILE COPY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 16 day of OCTOBER, 2006, by and between the Town of Flower Mound, Texas (the "Town") and Victor Adoue (the "Developer"), as follows:

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property located within the Town, situated in the J. R. Wizwell Survey, Abstract No. 1346, Denton County, Texas comprising approximately 1.1696 acres, and as more particularly described in Exhibit A attached hereto, (the "Property") and desires to construct certain improvements thereon; and

WHEREAS, the Property is generally located west of FM 2499 (Long Prairie Road) and north of Bob White Lane in the Town of Flower Mound, Texas; and

WHEREAS, the Town's Master Plan 2001 and Special Plan Area 2 (SPA 2) call for the construction of a spine road to provide internal access to the Property and the adjoining property which is or was subject to Planned Development 64 (PD 64), and prohibit driveway connections to FM 2499; and

WHEREAS, the spine road required to provide internal access to the Property has not yet been constructed and cannot be constructed until additional development occurs on the property to the north, south and west of the Property; and

WHEREAS, Developer has requested that the Property be allowed a temporary access driveway connection to FM 2499 until the spine road providing internal access has been constructed, at which time the temporary access driveway will be removed; and

WHEREAS, the property adjoining the northern property line of the Property is currently zoned for residential uses, although said adjoining property is master planned for commercial uses, thereby triggering certain compatibility buffer requirements; and

WHEREAS, Developer and Town desire to remove the masonry wall required by such compatibility buffer requirements to facilitate accessibility between the Property and other property within SPA 2; and

WHEREAS, the development requirements set forth herein including the payment to the Town of the monies set forth herein, if any, remain consistent with the Town's commitment to provide for the health, safety and welfare of the residents of the Town.

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

1. Developer shall be entitled to construct and shall have a temporary access driveway to FM 2499 (Long Prairie Road) (the "Temporary Access Driveway") as depicted on the attached Concept Plan until such time as the permanent internal cross access drive that is required to be constructed pursuant to Specific Plan Area 2 and Planned Development 64 between Sagebrush and FM 2499 across from Firewheel Drive (the "Spine Road") has been completed and accepted by the Town. Developer agrees to abandon and remove at Developer's sole cost the Temporary Access Driveway upon satisfaction of the following conditions:

(a) the owners of the tract(s) of land located adjacent to and adjoining the western boundary of the Property and extending beyond the northern and southern boundaries of the Property (the "Adjacent Tract(s)") shall identify upon the plat or Site Plan of the Adjacent Tract(s) and grant to the Developer and any subsequent owners, purchasers, successors or assigns of the Property, a perpetual non-exclusive mutual access easement and right-of-way for cross access, ingress and egress for all pedestrian and vehicular traffic to and from the Property and the Spine Road ("Mutual Access Easement") over and across the easement areas (the "Easement Areas") located on the Adjacent Tract(s) in a form acceptable to the Developer (the "Easement Agreement");

(b) the Developer shall identify upon the Site Plan for the Property the location at which the Mutual Access Easement will connect to and with the Easement Areas located on the Adjacent Tract(s) in a form acceptable to the Town;

(c) the Easement Agreement shall be recorded in the Real Property Records of Denton County, Texas;

(d) the Developer shall construct and stub out pavement and improvements to that portion of the Property's western property line in the area at which the Spine Road along and across the Adjacent Tract(s) shall connect to and with the Property at no cost to the Town or the owners of the Adjacent Tract(s), as evidenced by a certificate of completion from the contractor constructing such driveway improvements and the written acceptance of such driveway improvements by the Town of Flower Mound; and

(e) the owners of the Adjacent Tract(s) shall construct the pavement and driveway improvements for the Spine Road across the Easement Areas on the Adjacent Tract(s) and connect said Easement Areas to and with the Property at the location on the Property that is constructed and stubbed out for such Spine Road at no cost to the Town or Developer, as evidenced by a certificate of completion from the contractor constructing such driveway improvements and the

written acceptance of such driveway improvements by the Town of Flower Mound; and

(f) The Spine Road shall be extended to and connected with either or both Sagebrush and/or FM 2499 across from Firewheel Drive with sufficient capacity to provide cross access, ingress and egress for all pedestrian and vehicular traffic to and from the Property as determined by the Town Engineer; and

(g) The Spine Road shall be extended to and connected with either or both Sagebrush and/or FM 2499 across from Firewheel Drive with sufficient capacity to provide fire protection and emergency services to the Property as determined by the Town Fire Marshal; and

(h) The Spine Road or necessary and sufficient sections of the Spine Road necessary to service the Property have been accepted by the Town.

The immediately foregoing conditions are hereinafter referred to collectively as the **"Alternative Access Conditions."**

2. Developer shall escrow with the Town an amount equal to one hundred ten percent (110%) of the following projected construction costs as reasonably approved by the Town Engineer:

- a. the removal of the Temporary Access Driveway;
- b. soil stabilization; and,
- c. installation of the required landscaping necessary to restore and maintain the twenty-five foot (25') landscape buffer required by Specific Plan Area 2 and Planned Development 100 and comply with any approved landscape plan for the Property.

The funds to be paid into escrow with the Town shall be deposited with the Town prior to the issuance of a Certificate of Occupancy for the Property or any structure constructed on the Property. The amount of the projected construction costs, as reasonably approved by the Town Engineer, are reflected in Exhibit B which is attached hereto and incorporated herein by reference for all purposes allowed by law.

3. The Temporary Access Driveway shall be removed; any exposed soil stabilized, and required landscaping installed within ninety (90) days after the Alternative Access Conditions have been satisfied. If the Developer timely removes said Temporary Access Driveway, stabilizes any exposed soil, and installs all required landscaping the Developer may request payment from the escrow funds upon completion and approval of the removal of the Temporary Access Driveway, soil stabilization, and installation of all required landscaping. If, however, the Developer fails

to remove the Temporary Access Driveway, stabilize any exposed soil, and install all required landscaping within ninety (90) days after the satisfaction of the Alternative Access Conditions, the Town may, but has no corresponding obligation to, go onto the Property and remove the Temporary Access Drive, stabilize any exposed soil, and install all required landscaping. The Town may pay all associated costs for the removal of said Temporary Access Driveway, soil stabilization, and landscaping from the amount escrowed for that purpose by the Developer. The Developer or the then Owner of the Property shall be liable to the Town for any unpaid costs in excess of the escrow amount and, if unpaid, the Town may assert a priority lien on the Property for their payment. **The Developer or the then owner shall release, defend, indemnify and hold the Town harmless from and against any and all damages, loss or liability of any kind, whatsoever, including the Town's attorney's fees, costs and expenses by reason of death or injury to property or third persons which may arise out of or be related to the Town's performance of Developer's obligations in accordance with this provision.**

4. The provisions of the Easement Agreement shall include, without limitation, that (i) no barrier which would prevent the normal flow of vehicular or pedestrian traffic over and across the Easement Areas shall be constructed, placed or maintained on the Adjacent Tract(s), except landscaping, curbing, speed bumps, and traffic control signs or signals which may be reasonably necessary or appropriate for the development and improvement thereof, as long as same do not preclude or unreasonably interfere with cross access, egress, and ingress from, over and across the Easement Areas, (ii) Developer shall be entitled to review the plans for, and assert reasonable objections to, any improvements to be constructed on the Easement Areas prior to the construction thereof, (iii) the owners of the Adjacent Tract(s) shall be required to maintain all improvements within Easement Areas located on its Adjacent Tract(s) in good condition and repair and sufficient to sustain vehicular and pedestrian traffic over and across such Easement Areas, including, without limitation, repaving, resurfacing, patching, and re-striping as needed, (iv) Developer may exercise self help and lien rights in the event of a default by the owners of the Adjacent Tract(s) under the Easement Agreement, and (v) any and all lien holders of the Adjacent Tract(s) shall execute the Easement Agreement for the purpose of confirming that the Easement Agreement will survive the foreclosure or deed-in-lieu of foreclosure of such lien(s). The covenants, conditions, and easements created under the Easement Agreement shall be appurtenant to and run with the land and shall be binding upon and shall inure to the benefit of the owners of the Property and the Adjacent Tract(s) and their respective heirs, successors, and assigns.

5. In exchange for the promises exchanged herein and the benefits provided by this Agreement Developer individually and collectively for himself and his respective successors, heirs, assigns, vendors, grantees, and trustees does hereby agree to grant unto the owner(s) of the Adjacent Tract(s) and the Town and their respective officers, officials, employees, agents, contractors, subcontractors, successors, assigns, vendors, grantees, and trustees a temporary construction easement over a portion of the

Property in a location to be reasonably approved by the parties at the time of the construction of the improvements on, in, about and across the Easement Area.

6. Notwithstanding anything to the contrary set forth in this Agreement, in the event subsequent to the removal of the Temporary Access Driveway pursuant to Section 2 above, Developer is prevented from utilizing the easement evidenced by the Easement Agreement due to a failure of title in connection with the conveyance of the Easement Agreement, then Developer shall be entitled to re-construct a curb-cut and driveway within the Temporary Access Driveway for purposes of providing direct access to and from FM 2499.

7. Furthermore, at such time as the property adjacent to and abutting the Property's northern property boundary ceases to be used for residential purposes and is rezoned to a nonresidential zoning classification the Developer shall be responsible for tearing down and removing the six foot (6') high masonry wall (the "Wall") along the northern property line to facilitate the development of the Property pursuant to and in accordance with the Master Plan 2001 and the requirements of Special Plan Area 2, Planned Development 64 and Planned Development 100.

8. Developer shall escrow with the Town an amount equal to one hundred ten percent (110%) of the following projected construction costs as reasonably approved by the Town Engineer for:

- d. the removal of the Wall;
- e. soil stabilization; and,
- f. installation of the required landscaping, if any, necessary to restore and maintain the area as required by Specific Plan Area 2, Planned Development 64 and Planned Development 100 and comply with any approved landscape plan for the Property.

The funds to be paid into escrow with the Town shall be deposited with the Town prior to the issuance of a Certificate of Occupancy for the Property or any structure constructed on the Property. The amount of the projected construction costs, as reasonably approved by the Town Engineer, are reflected in Exhibit B which is attached hereto and incorporated herein by reference for all purposes allowed by law.

9. The Wall shall be removed; any exposed soil stabilized, and required landscaping installed within ninety (90) days after the Town provides the Developer with written notice of the change in use and/or zoning of the property abutting the Property's northern property line and the obligation to remove the Wall. If the Developer timely removes said Wall, stabilizes any exposed soil, and installs all required landscaping the Developer may request payment from the escrow funds upon completion and approval of the removal of the Wall, soil stabilization, and installation of all required landscaping. If, however, the Developer fails to remove the Wall, stabilize any exposed soil, and

TOWN SECRETARY'S OFFICE
JAN 10 2007

install all required landscaping within ninety (90) days after written notice to remove the Wall, the Town may, but has no corresponding obligation to, go onto the Property and remove the Wall, stabilize any exposed soil, and install all required landscaping. The Town may pay all associated costs for the removal of said Wall, soil stabilization, and landscaping from the amount escrowed for that purpose by the Developer. The Developer or the then Owner of the Property shall be liable to the Town for any unpaid costs in excess of the escrow amount and, if unpaid, the Town may assert a priority lien on the Property for their payment. The Developer or the then Owner of the Property shall be liable to the Town for any unpaid costs in excess of the escrow amount and, if unpaid, the Town may assert a priority lien on the Property for their payment. **The Developer or the then owner shall release, defend, indemnify and hold the Town harmless from and against any and all damages, loss or liability of any kind, whatsoever, including the Town's attorney's fees, costs and expenses by reason of death or injury to property or third persons which may arise out of or be related to the Town's performance of Developer's obligations in accordance with this provision.**

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

11. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: Victor Adoue
2940 Long Prairie Road
Flower Mound, TX 75022

12. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

14. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

15. The Town Council shall authorize the Mayor of the Town of Flower Mound to execute this Agreement on behalf of the Town.

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

17. This Agreement shall be filed in the deed records of Denton County, Texas. Upon any sale or other transfer of ownership rights in the Property, save and except the sale of individual platted lots, Owner shall notify the Town in writing of such sale or transfer within ten (10) business days of such sale or transfer.

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

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

20. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under Tex. Loc. Gov't Code § 212.904 regarding or related to the cost of those municipal infrastructure improvements required for the development of the Property.

Developer hereby agrees that the payment of funds paid to the Town's Tree Preservation Fund pursuant to the terms of this Agreement, are roughly proportional to

the benefits to be derived by Developer under this Agreement, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said payment to the Town's Tree Preservation Fund are related both in nature and extent to the impact of the development of the property. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Tex. Loc. Gov't. Code. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. **Developer shall indemnify and hold harmless Town from any claims and suits of third parties, including but not limited to Developer's successors, assigns, grantees, vendors, trustees or representatives, brought pursuant to this Agreement or the claims or types of claims described in this paragraph.**

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

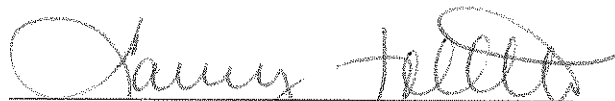
THE TOWN:

THE TOWN OF FLOWER MOUND, TEXAS

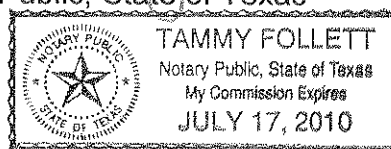
By: 
Name: Jody A. Smith
Title: Mayor, Town of Flower Mound

State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the 8th day of November, 2006, by Jody A. Smith, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.


Notary Public, State of Texas

My Commission Expires:
July 17, 2010



DEVELOPER:

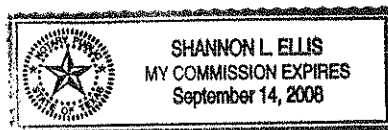
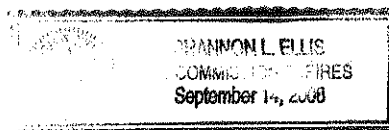
By: 
Victor Adoue

State of Texas §
 §
County of Denton §

This instrument was acknowledged before me on the 16 day of October, 2006, by Victor Adoue known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed for the purposes therein stated.


Notary Public, State of Texas

My Commission Expires:
9/14/08



DEVELOPMENT AGREEMENT -

THEORY OF PUNCTURE, R. W. J. S.
No. 274

001-011
001-011

ZONING EXHIBIT
ANGEL VETERINARY CENTER

FLORIDA MOUND ADDITION No. 1

[illegible]

10

1. DAVAN 18 (HOCKING) With some of the Time Card inserted in January 1940 Page 257.
2. *Continuation, Memorandum* on the steps taken of the above mentioned "The Times" page.
3. *Notes* All memoranda on following:
 (a) 2000 Bonds per plastic caps - Report to Max.
 (b) Capital from Bonds only plastic caps found in 1940.
4. NO LOT TO USE UNLESS WILL BE PRIORITIZED

[illegible][illegible]

CAUTION!!!
CONTACT DIGRESS WITHIN A
MINIMUM OF 48 HOURS PRIOR
TO CONSTRUCTION
1-888-DIGRESS (344-3277)

VICINITY MAP

PP _____ POWER POLE
 77-3417 N. ... THE THUNDERBOLT VALLEY
 CRI _____ LATER FROM THE TOWN
 17-25-12-2000

Conroy(s)
Victor Adair
2904 Long Prairie Road
Flower Mound, Texas 75022
(972) 539-1800

Dynasty
Victor Abov
2940 Long Prairie Road
Flower Mound, Texas 75022
(972) 539-1800

POINT OF
BEGINNING

ZONING: AGRICULTURE

Robert J. Kemp and wife Laurel A. Kemp
VOLUME 985
PAGE 78

VARIANCE REQUEST:
60.00' COMPATIBILITY SETBACK AND BUFFER
AS NOTED BELOW

EXISTING ZONING: R-1(PD-64)

PROPOSED ZONING:
R-2 (VETERINARY CLINIC)

LOT 1, BLOCK A
VICTOR & KATHIE ADOUE
VOLUME 5092
PAGE 00376
1.1696 Acres

ZONING: R-1

FARVEY EARLES
VOLUME 5093
PAGE 02944
342 ACES

NOTES:

1. AS INDICATED IN THE PAST, THE FOLLOWING IS REQUIRED FOR A VARIATION MEETING TO BE REQUESTED.
2. ACCESS TO THE NORTH SIDE OF THE ROAD.
3. ADDRESS CHANGE TO THE MASTER IN PLANS.
4. ADDRESS CHANGE TO THE SUB IN PLANS.
5. 60' COMPACT TRAIL, STUMP, & WETTER W.A.I.
6. IS REQUESTED TO BE MAINTAINED AS THE PROPERTY TO THE NORTH IS SUBJECT TO THE PROPERTY.
7. DEDICATION IS PROVIDED WITH A WETTER W.A.I.
8. DEDICATION AREA AS SHOWN IN THE PLAN.
9. ATTACHED DOCUMENT.
10. GEORGE J. JENSEN IS PROVIDED TO THE WEST AND THE SOUTH.
11. THE NORTH SIDE OF THE ROAD IS A VARIATION BY ACCESS INTO THE NORTH SIDE, SUBJECT TO THE NORTH SIDE OF THE ROAD.

SITE DATA TABLE	
INTERNAL ADDRESS	EXTERNAL ADDRESS
PROCESOR UNIT	UNIT 1
UNIT 1	UNIT 2
UNIT 2	UNIT 3
UNIT 3	UNIT 4
UNIT 4	UNIT 5
UNIT 5	UNIT 6
UNIT 6	UNIT 7
UNIT 7	UNIT 8
UNIT 8	UNIT 9
UNIT 9	UNIT 10
UNIT 10	UNIT 11
UNIT 11	UNIT 12
UNIT 12	UNIT 13
UNIT 13	UNIT 14
UNIT 14	UNIT 15
UNIT 15	UNIT 16
UNIT 16	UNIT 17
UNIT 17	UNIT 18
UNIT 18	UNIT 19
UNIT 19	UNIT 20
UNIT 20	UNIT 21
UNIT 21	UNIT 22
UNIT 22	UNIT 23
UNIT 23	UNIT 24
UNIT 24	UNIT 25
UNIT 25	UNIT 26
UNIT 26	UNIT 27
UNIT 27	UNIT 28
UNIT 28	UNIT 29
UNIT 29	UNIT 30
UNIT 30	UNIT 31
UNIT 31	UNIT 32
UNIT 32	UNIT 33
UNIT 33	UNIT 34
UNIT 34	UNIT 35
UNIT 35	UNIT 36
UNIT 36	UNIT 37
UNIT 37	UNIT 38
UNIT 38	UNIT 39
UNIT 39	UNIT 40
UNIT 40	UNIT 41
UNIT 41	UNIT 42
UNIT 42	UNIT 43
UNIT 43	UNIT 44
UNIT 44	UNIT 45
UNIT 45	UNIT 46
UNIT 46	UNIT 47
UNIT 47	UNIT 48
UNIT 48	UNIT 49
UNIT 49	UNIT 50
UNIT 50	UNIT 51
UNIT 51	UNIT 52
UNIT 52	UNIT 53
UNIT 53	UNIT 54
UNIT 54	UNIT 55
UNIT 55	UNIT 56
UNIT 56	UNIT 57
UNIT 57	UNIT 58
UNIT 58	UNIT 59
UNIT 59	UNIT 60
UNIT 60	UNIT 61
UNIT 61	UNIT 62
UNIT 62	UNIT 63
UNIT 63	UNIT 64
UNIT 64	UNIT 65
UNIT 65	UNIT 66
UNIT 66	UNIT 67
UNIT 67	UNIT 68
UNIT 68	UNIT 69
UNIT 69	UNIT 70
UNIT 70	UNIT 71
UNIT 71	UNIT 72
UNIT 72	UNIT 73
UNIT 73	UNIT 74
UNIT 74	UNIT 75
UNIT 75	UNIT 76
UNIT 76	UNIT 77
UNIT 77	UNIT 78
UNIT 78	UNIT 79
UNIT 79	UNIT 80
UNIT 80	UNIT 81
UNIT 81	UNIT 82
UNIT 82	UNIT 83
UNIT 83	UNIT 84
UNIT 84	UNIT 85
UNIT 85	UNIT 86
UNIT 86	UNIT 87
UNIT 87	UNIT 88
UNIT 88	UNIT 89
UNIT 89	UNIT 90
UNIT 90	UNIT 91
UNIT 91	UNIT 92
UNIT 92	UNIT 93
UNIT 93	UNIT 94
UNIT 94	UNIT 95
UNIT 95	UNIT 96
UNIT 96	UNIT 97
UNIT 97	UNIT 98
UNIT 98	UNIT 99
UNIT 99	UNIT 100

MASTER PLAN 8800 FEATURES	
LOOKING FOR	LOW PRICE POINT
WANTING MORE	IMPROVED A/C
NEED TO GET OUT OF	CRASH-TEST PROTECT
THINK A LITTLE	NOISE REDUCED
WANT TO BE	NO MORE BURNING
WANT TO GET IN	100% SAFETY BELT
WANT TO GO	CRASH-TEST PROTECT
WANT TO GET IN	CRASH-TEST PROTECT
WANT TO GET IN	CRASH-TEST PROTECT

項目	単位	履修年次	履修学期	履修単位数	履修状況
基礎化学実験Ⅰ	1	1	1	1	履修済
基礎化学実験Ⅱ	1	2	2	1	履修済
基礎化学実験Ⅲ	1	3	3	1	履修済
基礎化学実験Ⅳ	1	4	4	1	履修済
基礎化学実験Ⅴ	1	5	5	1	履修済
基礎化学実験Ⅵ	1	6	6	1	履修済
基礎化学実験Ⅶ	1	7	7	1	履修済
基礎化学実験Ⅷ	1	8	8	1	履修済
基礎化学実験Ⅸ	1	9	9	1	履修済
基礎化学実験Ⅹ	1	10	10	1	履修済
基礎化学実験Ⅺ	1	11	11	1	履修済
基礎化学実験Ⅻ	1	12	12	1	履修済
基礎化学実験Ⅼ	1	13	13	1	履修済
基礎化学実験Ⅽ	1	14	14	1	履修済
基礎化学実験Ⅾ	1	15	15	1	履修済
基礎化学実験Ⅿ	1	16	16	1	履修済
基礎化学実験ⅰ	1	17	17	1	履修済
基礎化学実験ⅱ	1	18	18	1	履修済
基礎化学実験ⅲ	1	19	19	1	履修済
基礎化学実験ⅳ	1	20	20	1	履修済
基礎化学実験ⅴ	1	21	21	1	履修済
基礎化学実験ⅵ	1	22	22	1	履修済
基礎化学実験ⅶ	1	23	23	1	履修済
基礎化学実験ⅷ	1	24	24	1	履修済
基礎化学実験ⅸ	1	25	25	1	履修済
基礎化学実験ⅹ	1	26	26	1	履修済
基礎化学実験ⅺ	1	27	27	1	履修済
基礎化学実験ⅽ	1	28	28	1	履修済
基礎化学実験ⅿ	1	29	29	1	履修済
基礎化学実験ⅿ	1	30	30	1	履修済
基礎化学実験ⅿ	1	31	31	1	履修済
基礎化学実験ⅿ	1	32	32	1	履修済
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基礎化学実験ⅿ	1	34	34	1	履修済
基礎化学実験ⅿ	1	35	35	1	履修済
基礎化学実験ⅿ	1	36	36	1	履修済
基礎化学実験ⅿ	1	37	37	1	履修済
基礎化学実験ⅿ	1	38	38	1	履修済
基礎化学実験ⅿ	1	39	39	1	履修済
基礎化学実験ⅿ	1	40	40	1	履修済
基礎化学実験ⅿ	1	41	41	1	履修済
基礎化学実験ⅿ	1	42	42	1	履修済
基礎化学実験ⅿ	1	43	43	1	履修済
基礎化学実験ⅿ	1	44	44	1	履修済
基礎化学実験ⅿ	1	45	45	1	履修済
基礎化学実験ⅿ	1	46	46	1	履修済
基礎化学実験ⅿ	1	47	47	1	履修済
基礎化学実験ⅿ	1	48	48	1	履修済
基礎化学実験ⅿ	1	49	49	1	履修済
基礎化学実験ⅿ	1	50	50	1	履修済
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基礎化学実験ⅿ	1	57	57	1	履修済
基礎化学実験ⅿ	1	58	58	1	履修済
基礎化学実験ⅿ	1	59	59	1	履修済
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基礎化学実験ⅿ	1	62	62	1	履修済
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基礎化学実験ⅿ	1	66	66	1	履修済
基礎化学実験ⅿ	1	67	67	1	履修済
基礎化学実験ⅿ	1	68	68	1	履修済
基礎化学実験ⅿ	1	69	69	1	履修済
基礎化学実験ⅿ	1	70	70	1	履修済
基礎化学実験ⅿ	1	71	71	1	履修済

Abstract

Page 86 of 299



Sept 24, 2002

1

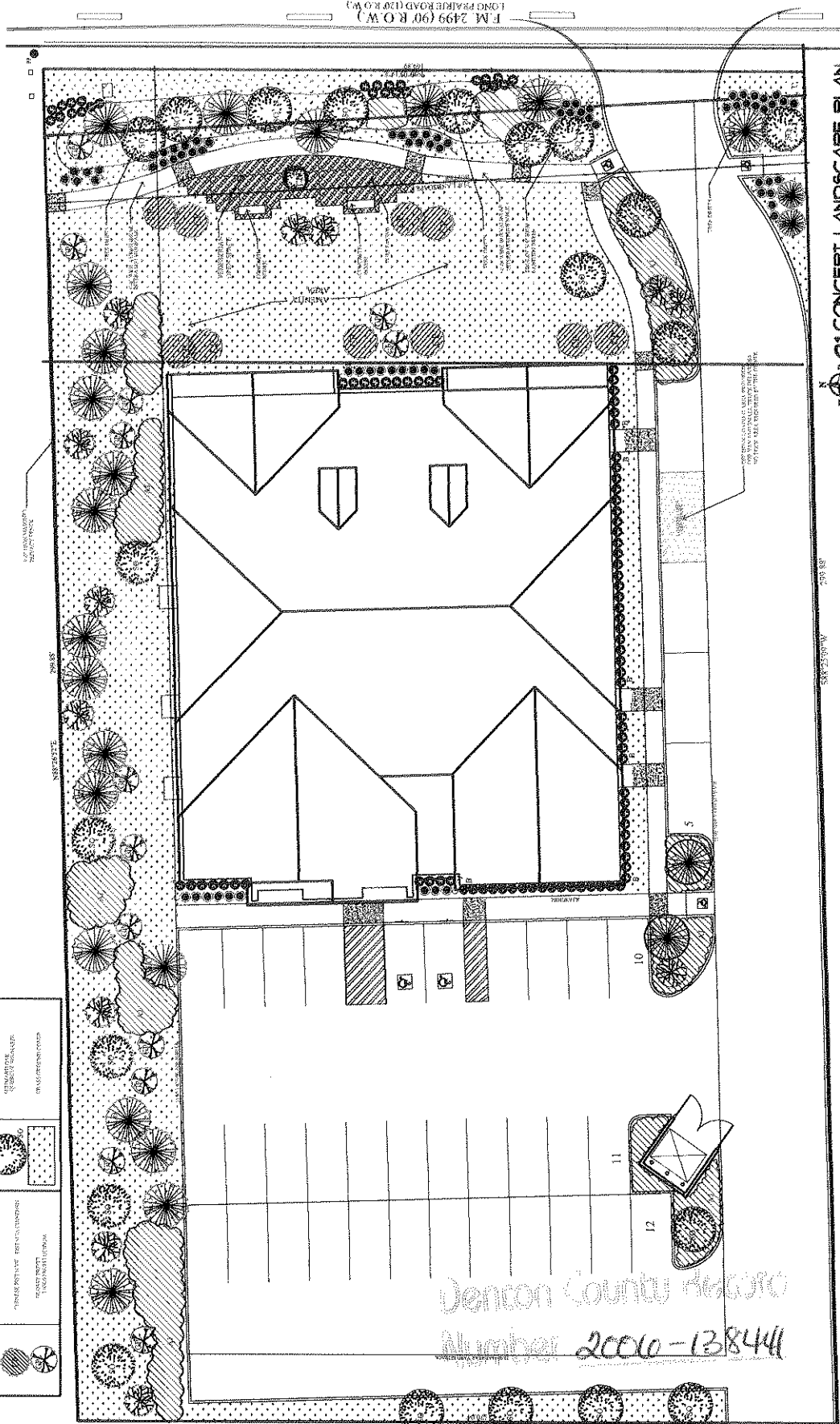
NOT ISSUED FOR CONSTRUCTION

F.M. 2499 (90' R.O.W.)
LONG PRAIRIE ROAD (120' R.O.W.)

EXHIBIT "A"

LEGEND	
SYMBOL	NAME
	SHORE (SOLID GREEN)
	WATER (SOLID BLUE)
	WATER (HATCHED BLUE)
	WATER (DOTTED BLUE)
	WATER (CONCENTRIC BLUE)
	WATER (WAVY BLUE)
	WATER (HATCHED BLUE)
	WATER (HATCHED BLUE)
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	WATER (CONCENTRIC BLUE)
	WATER (DOTT

2012年12月11日 星期一



01 CONCEPT LANDSCAPE PLAN

Am. Biol.

Denton County Record
Number 2000-138441

EXHIBIT "A"

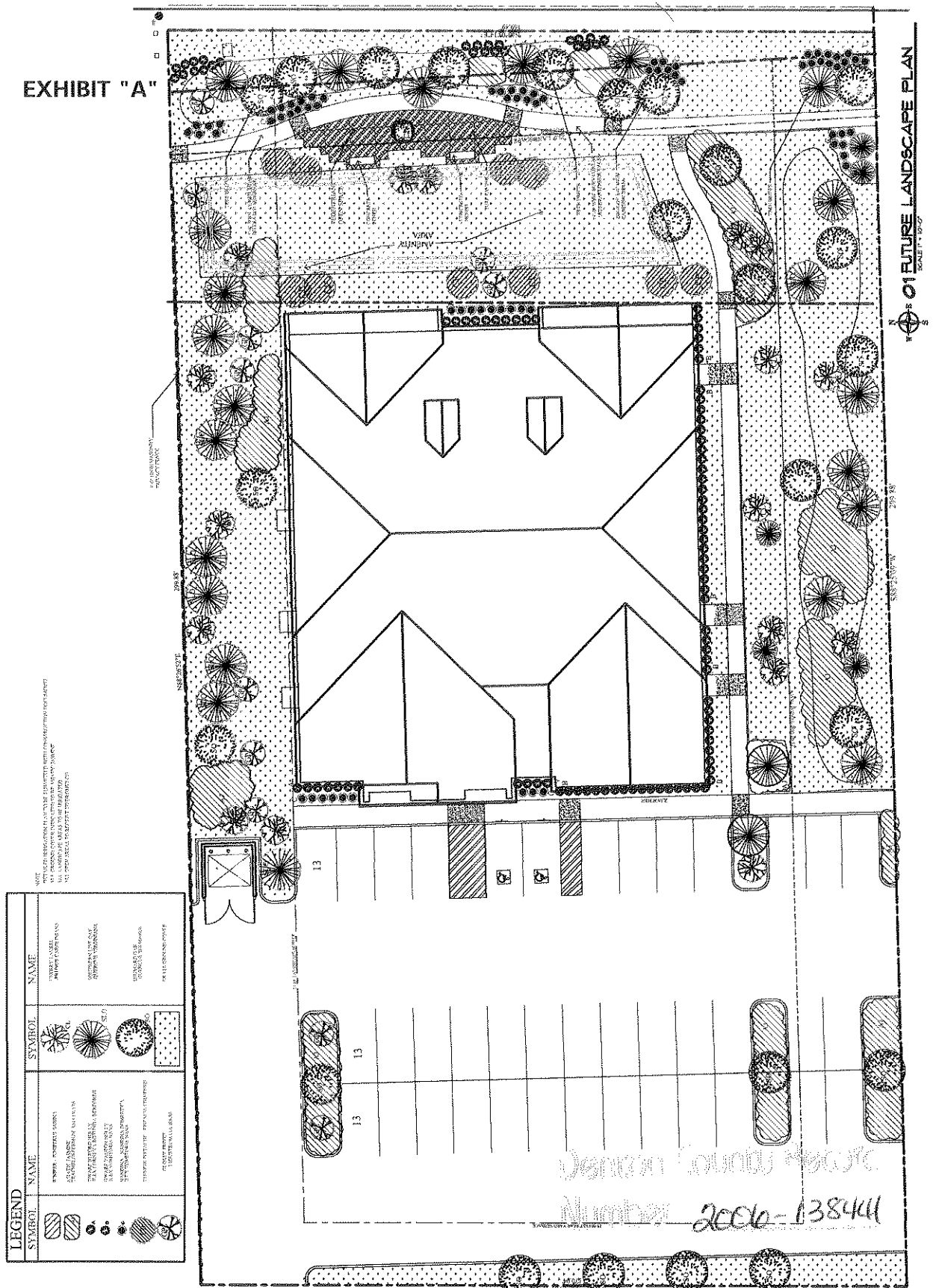


EXHIBIT "B"
G & A Consultants, Inc.
SITE PLANNING • PLATTING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
P.O. Box 1398 • Lewisville, Texas 75067
(972) 436-9712 • Fax (972) 436-9715

June 22, 2006

Mr. Victor Adoue
Angel Veterinary Clinic
2940 Long Prairie Road
Flower Mound, TX 75022

RE: Angle Veterinary Clinic Escrow
G&A Job Number 06054

Dear Victor:

Per your request we have prepared this letter detailing the items that may be removed in the future and our projected costs for their removal.

As we understand the escrow is to cover the costs associated with the removal of the temporary drive and the screening wall along the north property line and the placement of landscaping where the driveway was removed. We estimate that the following quantities and amounts should be planned for:

Removal of Driveway => ~5000 SF @ \$2.00/SF = \$10,000.00
Removal of Screening wall => 250 LF @ \$10/LF = \$2,500.00
Landscape Replacement per Concept Landscape Plan => \$3,500.00
Sidewalk replacement ~30 lf @ \$3.50/SF = \$420

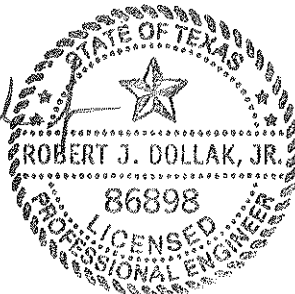
This equates to a total of \$16,420.00

We hope this letter helps finalize your project with the Town of Flower Mound. Please do not hesitate to call us if you need any more assistance.

Sincerely,


Robert J. Dollak, Jr., P.E.

cc: Scott Minnis, E.I.T.
Tommy Dalton



AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2024, by and between the Town of Flower Mound, Texas (the "Town") and VCA Real Property Acquisition Corporation ("Developer"), referred to collectively herein as the "Parties," as follows:

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property (the "Property") located within the Town situated in the J. R. Wizwell Survey, Abstract No. 1346, Denton County, Texas, comprising approximately 1.1696 acres, and as more particularly described in Exhibit A attached hereto; and

WHEREAS, Developer purchased the Property from Victor and Kathie Adoue on December 22, 2010; and

WHEREAS, on October 16, 2006, Victor Adoue entered into an original Development Agreement (the "Original Agreement") with the Town identifying development requirements applicable to the Property for construction of a veterinary clinic, and Developer acknowledges that, as the purchaser of the Property, it is subject to the Original Agreement; and

WHEREAS, the Parties now seek to update the development requirements contained in the Original Agreement to reflect the rezoning of adjacent property from SF-E Single Family Estate District and A Agricultural District uses to Planned Development District-186 (PD-186) with R-2 Retail District-2 and O Office District uses; and

WHEREAS, the amended development requirements set forth herein remain consistent with the Town's commitment to provide for the health, safety, and welfare of the residents of the Town.

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

- 1. Amendments to Original Agreement.** The Parties agree that, effective from and after the execution of this Amendment, Sections 7, 8, and 9 of the Original Agreement are hereby amended to read as follows:

"7. Furthermore, the existing six-foot (6') masonry wall (the "Wall") along the northern property line is permitted to remain as a buffer between the Property and the adjacent property. Developer shall maintain said Wall in good repair and shall take all necessary measures to ensure Developer is able to conduct such repairs and/or maintenance as may be necessary from time to time, to include obtaining a maintenance easement from the owner

of the adjacent property to the north authorizing Developer to conduct repairs and/or maintenance on both sides of the Wall as indicated on draft Embree FM 2499 Record Plat attached hereto as Exhibit C. In the event Developer conducts repairs and/or maintenance on the Wall, the materials used shall match the original materials used to construct the Wall.

8. Following removal of the shrubs contained in the twenty-five-foot (25') compatibility buffer area adjacent to the Wall, Developer shall install sod throughout the entirety of the compatibility buffer area as indicated on the Concept Landscape Plan attached hereto as Exhibit B. A minimum six-foot (6') vinyl-coated chain link fence shall be installed in compliance with the Concept Site Plan attached hereto as Exhibit A. The chain link fence shall be black or green in color. A maximum four-foot (4') wrought-iron or tubular-steel fence shall be installed in compliance with the Concept Site Plan attached hereto as Exhibit A. All fences shall be constructed in compliance with Sections 98-1141 through 98-1143 of the Code of Ordinances, Town of Flower Mound, Texas.

9. Developer may install a fenced pet relief area not to exceed ten thousand (10,000) square feet in compliance with the Concept Site Plan, subject to the following conditions:

- (a) No animals may be unmonitored in the pet relief area, and any use of the pet relief area requires a minimum of one (1) employee to be present to monitor the use of this area; and
- (b) There shall be a minimum of at least one (1) employee per two (2) animals in the pet relief area at all times."

2. **Amendments to Original Exhibits.** The Concept Site Plan and Concept Landscape Plan attached to the Original Agreement as Exhibit A is hereby amended by adding the Concept Site Plan attached hereto as Exhibit A and Concept Landscape Plan attached hereto as Exhibit B.

3. **Effect of Amendment.** This Amendment to the Original Agreement shall supersede Sections 7, 8, and 9, and include additional exhibits to the Concept Site Plan and Concept Landscape Plan contained in Exhibit A of the Original Agreement between the Parties. All other provisions of the Original Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect unless modified by subsequent written amendment signed by both Parties.

4. **Execution; Conflict.** This Amendment may be executed in multiple counterparts, shall be attached to the Original Agreement, and shall collectively constitute an amendment to the Original Agreement. To the extent the terms of the Original Agreement conflict with terms of this Amendment, the terms of this Amendment

shall control and are fully incorporated into the Original Agreement as if stated therein.

5. **Approval of Amendment.** The Town warrants and represents that the individual executing this Amendment on behalf of the Town has full authority to execute this Amendment and bind the Town to the same. Developer warrants and represents that the individual executing this Amendment on its behalf has full authority to execute this Amendment and bind Developer to same.

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
Name: Cheryl Moore
Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Cheryl Moore, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

DEVELOPER:

VCA Real Property Acquisition Corporation,
a Texas limited liability company

By: _____
XXXXXX,
Vice President of VCA Real Property Acquisition Corporation

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by XXXXX, Vice President of VCA Real Property Acquisition Corporation, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas



The Following Plat/Graphic
Case Number SP 19-08
Was Administratively Approved
On Date April 29, 2008

G & A Consultants, Inc.
SITE PLANNING * PLATING
CIVIL ENGINEERING * LAND SURVEYING
LANDSCAPE ARCHITECTURE
Phone (972) 436-9712 * Fax (972) 436-9715
P.O. Box 1396 * Lewisville, Texas 75067

Lot 1, Block A
Angel Vet Center Addition No. 1
1.1696 Acres
In the
J.R. WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

AMENDED SITE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INFORMATION REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
ROBERT J. COLLINS, JR., P.E. # 86598

Drawn By: SM
Date: 03/26/07
Scale: 1" = 20'
Revisions:
04/18/07
04/28/07-Add Sidewalk

06146

2

~17 LF Rock Check Dam
(BMP #2)

6.00' CONCRETE
DETAILS & SP
CSDD-00(FW)

Masonry Wall

(2) STONE BENCHES
APPROX. 20"HT. X 18"
WIDE X 5' LONG, SET
2"-4" DEEP INTO
DECOMPOSED
CRUSHED GRANITE.
DECOMPOSED
CRUSHED GRANITE.

EX. 36" RCP

Existing Inlet
(Typical)

[illegible]

**MOVE (3) TREES FROM
THESE LOCATIONS**

REMOVE (3) BUFFER TREES FROM PLAN

MOVE (1) TREE FROM THIS LOCATION.

**MOVE (2) SHRUBS
FROM THIS LOCATION**

NOT ISSUED FOR CONSTRUCTION

**ANGEL
VETERINARY CLINIC**
2940 LONG PRAIRIE RD.
LOWER MOUND, TEXAS 75602



SEPT. 24, 2008

L-1

G & A Consultants, Inc.
SITE PLANNING * PLATING
CIVIL ENGINEERING * LAND SURVEYING
LANDSCAPE ARCHITECTURE
Phone (972) 436-9712 * Fax (972) 436-9715
P.O. Box 1398 * Lewisville, Texas 75067

ANGEL VETERINARY CLINIC
Lot 1, Block A
Angel Vet Center Addition No. 1
11696 Acres
in the
WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

AMENDED LANDSCAPE PLAN

Drawn By: RLS
Date: 03/26/08
Scale: 1" = 10'
Revisions:
04/18/08
04/25/08

06146

L1

Page 95 of 299

~17 LF Rock Check Dam
(BMP #2)

25.00' LANDSCAPE
BUFFER - STAGGAR
FENCING TO 48" TALL IN
THIS AREA AS PER CITY
CODE

6.00' CONCRETE
DETAILS & SP
CSDD-00(FW)

Masonry Wall

(2) STONE BENCHES
APPROX. 20"HT. X 18"
WIDE X 5' LONG, SET
2"-4" DEEP INTO
DECOMPOSED
CRUSHED GRANITE.
DECOMPOSED
CRUSHED GRANITE.

Ex. 36" RCP

Existing Inlet
(Typical)

EXHIBIT B - CONCEPT LANDSCAPE PLAN

[illegible]

**MOVE (3) TREES FROM
THESE LOCATIONS**

REMOVE (3) BUFFER TREES FROM PLAN

MOVE (1) TREE FROM THIS LOCATION.

**MOVE (2) SHRUBS
FROM THIS LOCATION**

NOT ISSUED FOR CONSTRUCTION

**ANGEL
VETERINARY CLINIC**
2940 LONG PRAIRIE RD.
LOWER MOUND, TEXAS 75602



SEPT. 24, 2008

L-1

G & A Consultants, Inc.
SITE PLANNING * PLATING
CIVIL ENGINEERING * LAND SURVEYING
LANDSCAPE ARCHITECTURE
Phone (972) 436-9712 * Fax (972) 436-9715
P.O. Box 1398 * Lewisville, Texas 75067

ANGEL VETERINARY CLINIC
Lot 1, Block A
Angel Vet Center Addition No. 1
11696 Acres
in the
WIZWELL SURVEY, ABSTRACT NO. 1346
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

AMENDED LANDSCAPE PLAN

Drawn By: RLS
Date: 03/26/08
Scale: 1" = 10'
Revisions:
04/18/08
04/25/08

06146

L1

Page 95 of 299

SAMPLE BOARD

Example of Black Iron Fence with puppy panel at bottom. Front Yard



VCA Forney – example of Black Chain Link Fence. Side Yard



VCA Sunnyvale – example of 8" x 8" footer under fence – under all fences

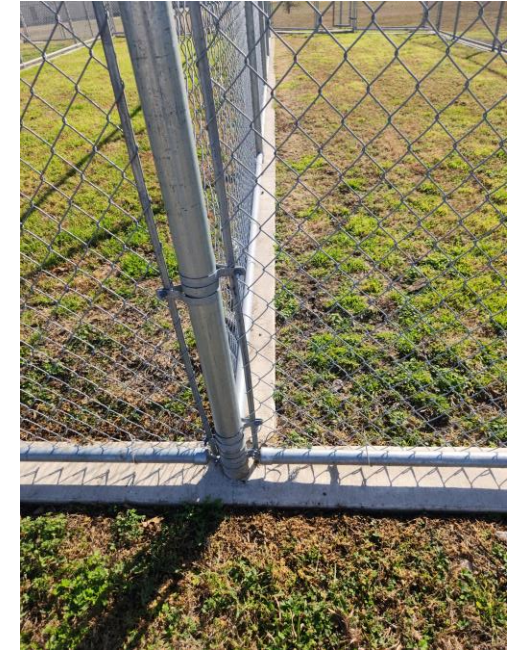
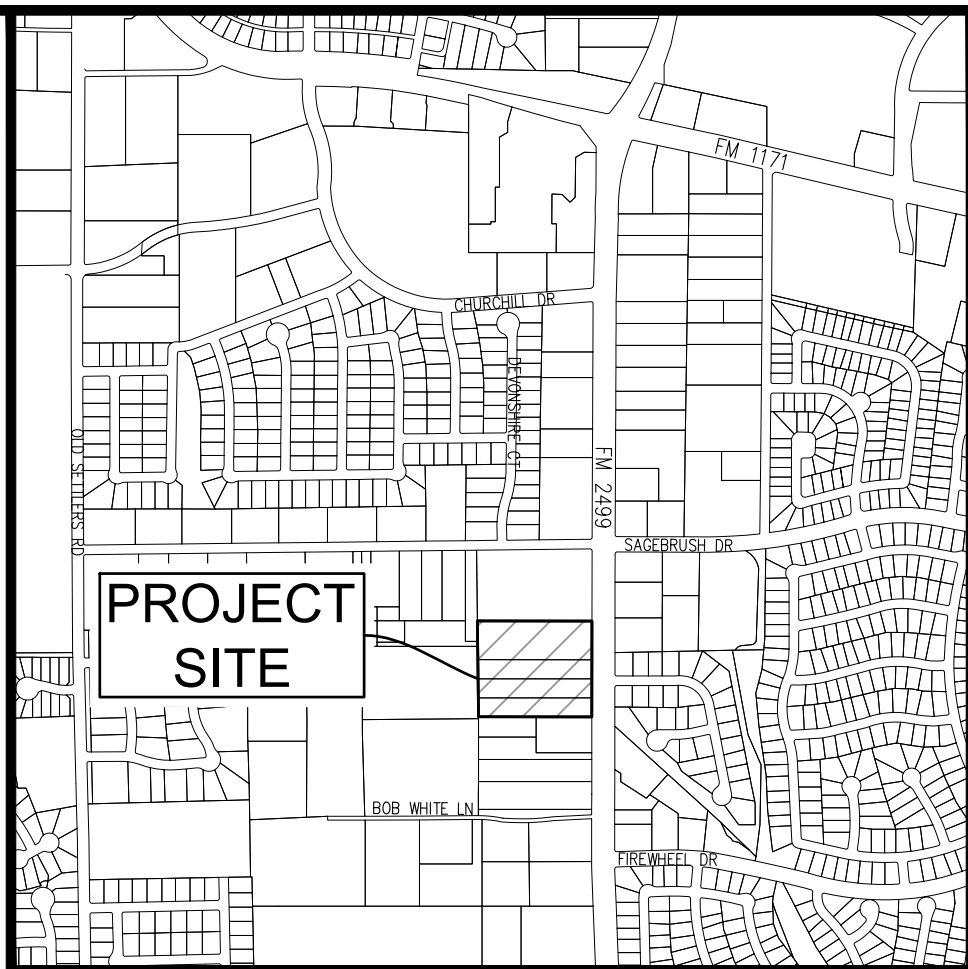
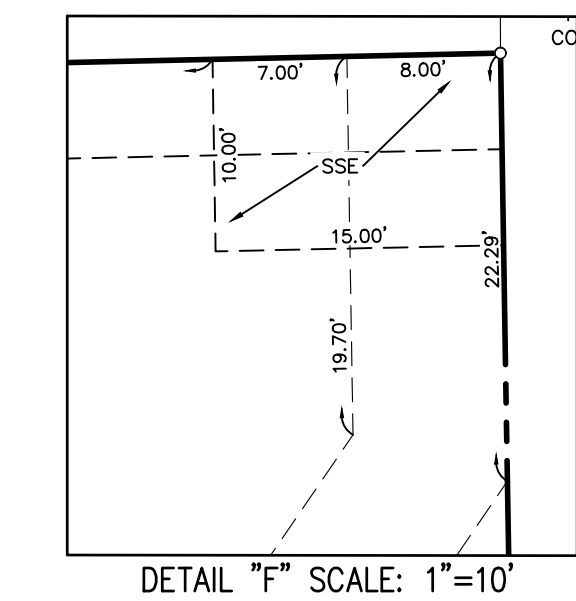
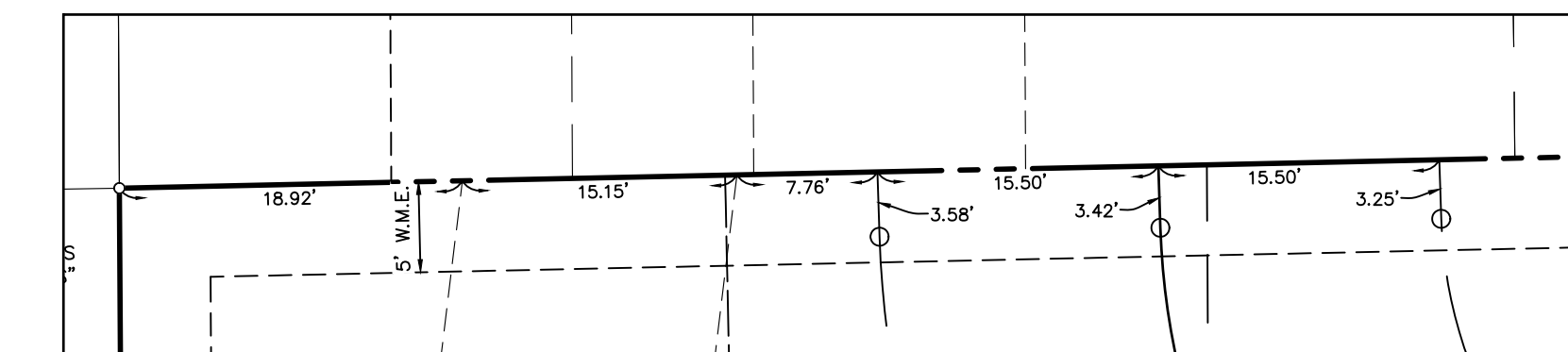
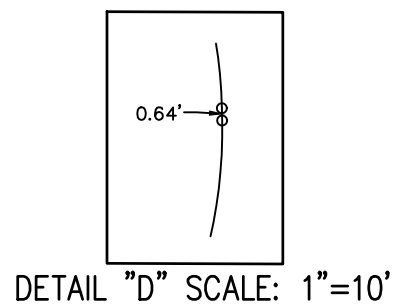
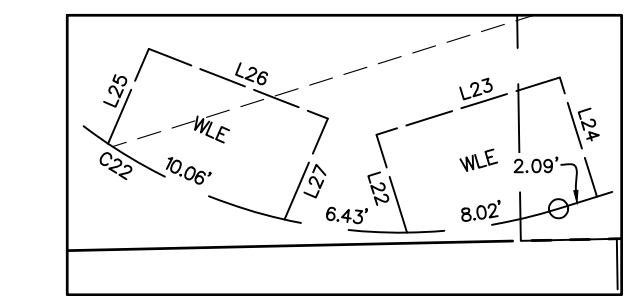
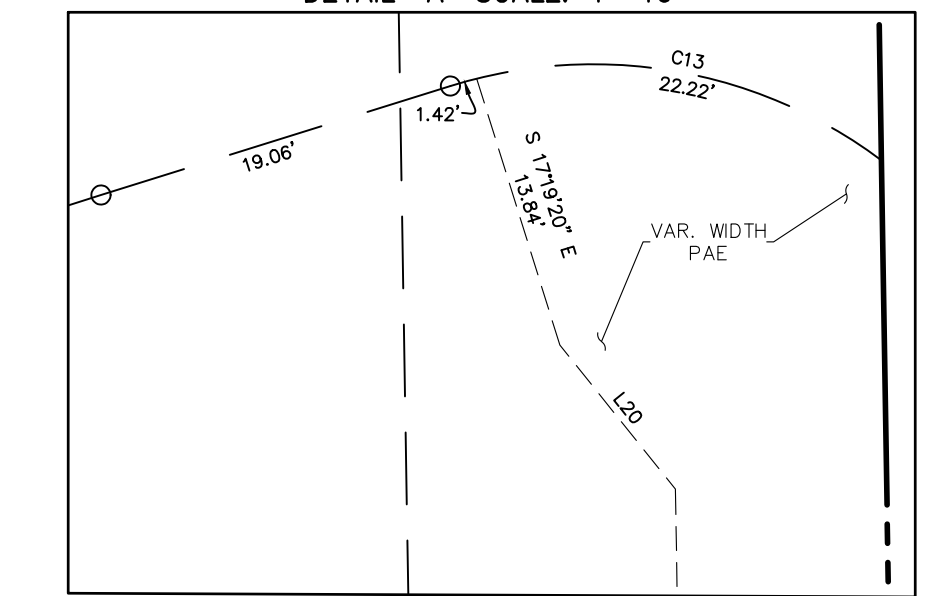
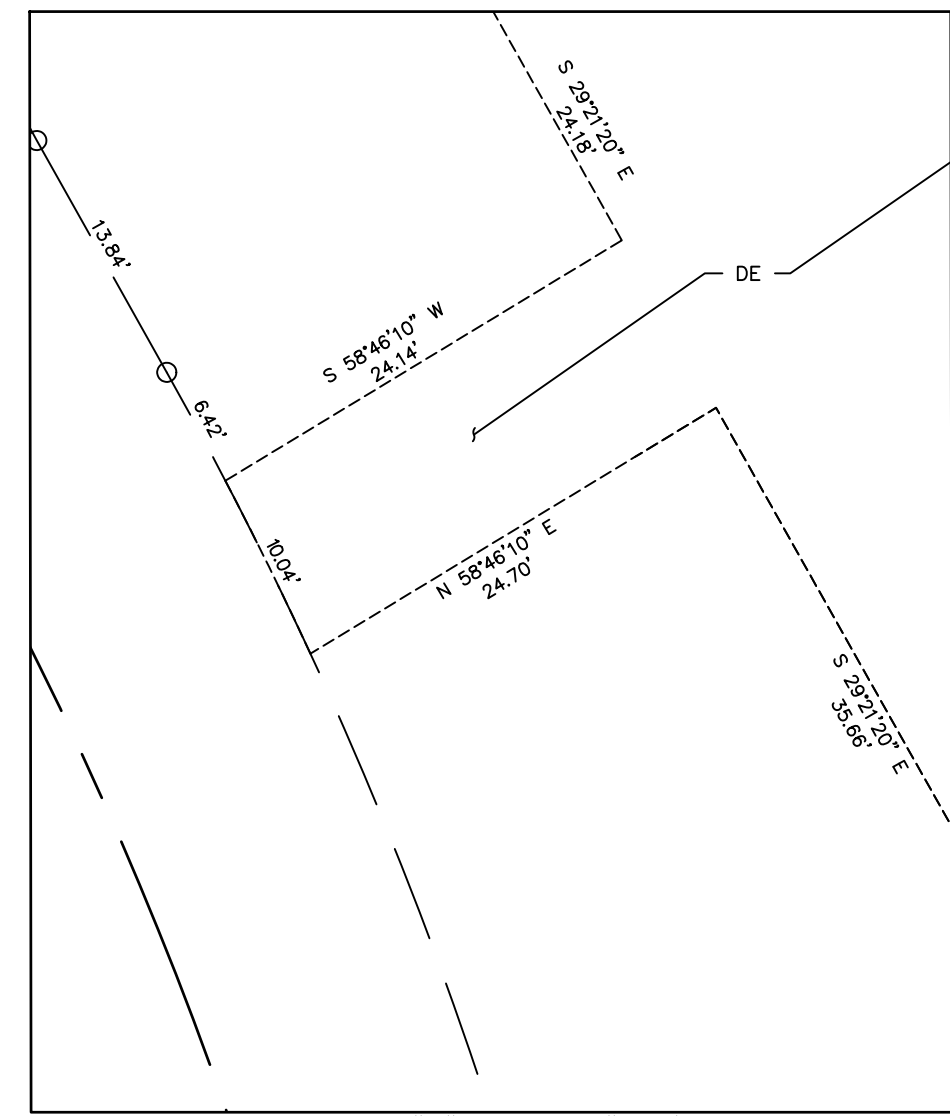
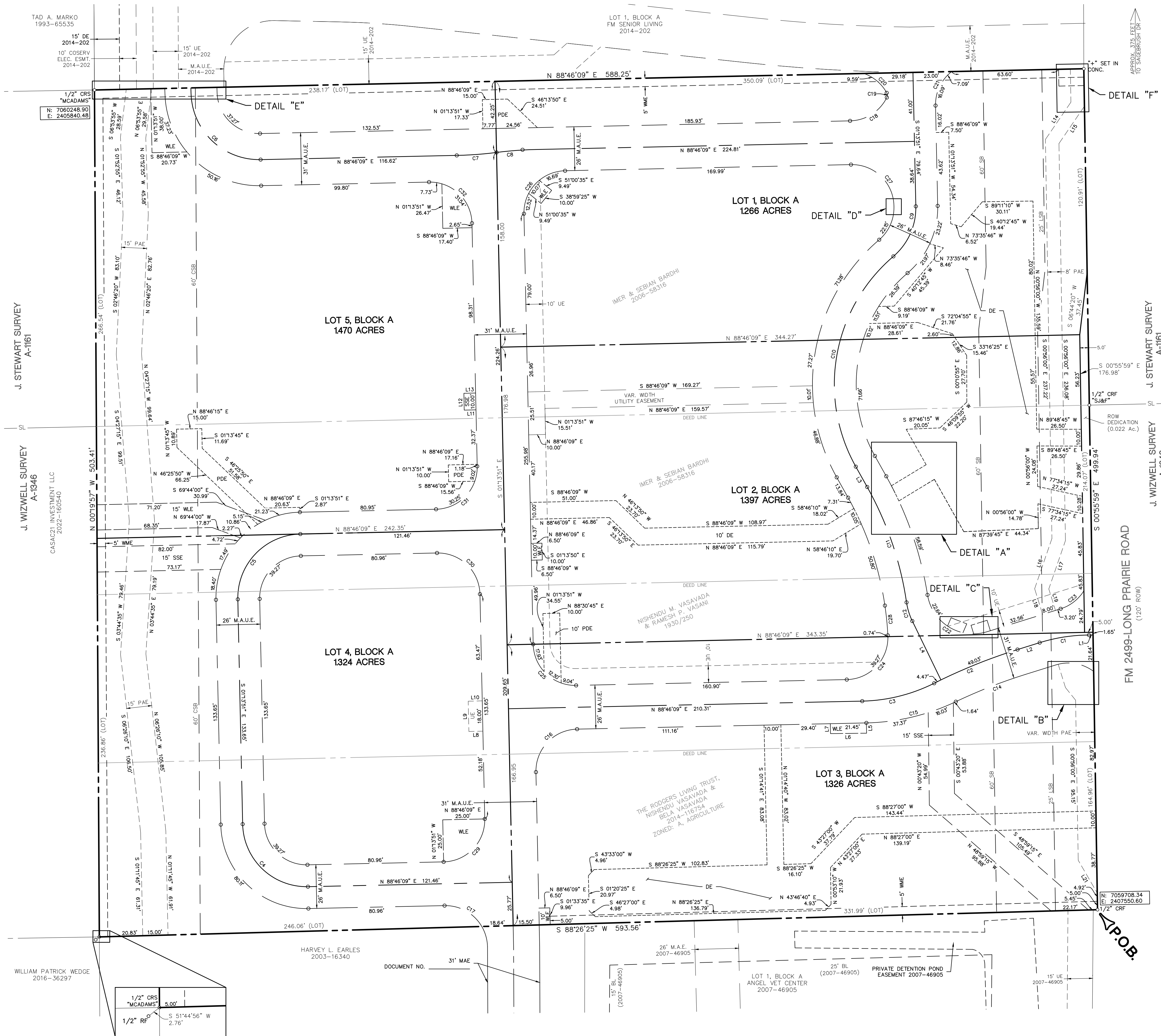
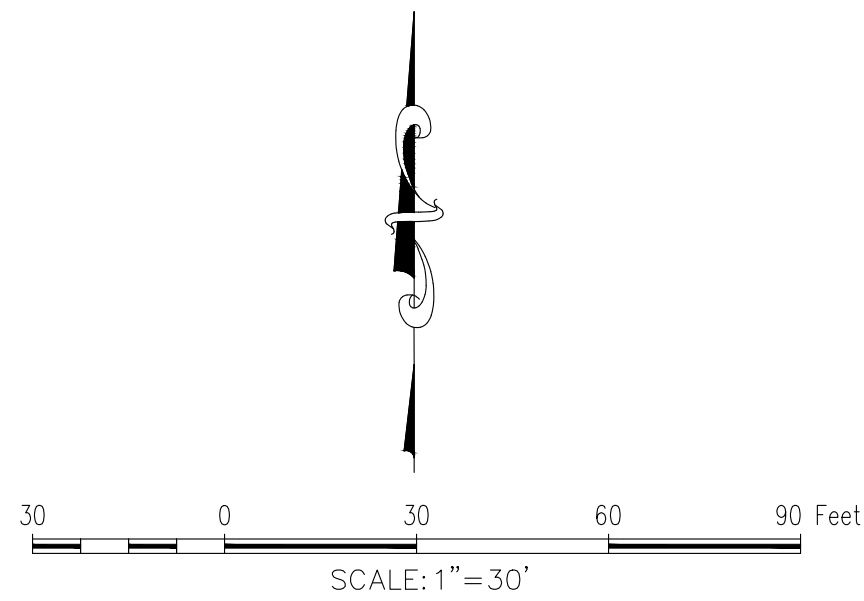


EXHIBIT C - DRAFT EMBREE FM 2499 RECORD PLAT



VICINITY MAP SCALE: 1"=1000'



- LEGEND**
- DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - CRF = CAPPED REBAR FOUND
 - CRS = CAPPED REBAR SET
 - CSB = COMPATIBILITY SETBACK
 - LSB = LANDSCAPE SETBACK
 - PAE = PEDESTRIAN ACCESS EASEMENT
 - SSE = SANITARY SEWER EASEMENT
 - ROW = RIGHT OF WAY
 - PDE = PRIVATE DRAINAGE EASEMENT
 - MAE = MUTUAL ACCESS EASEMENT
 - WLE = WALL MAINTENANCE EASEMENT
 - P.O.B. = POINT OF BEGINNING
 - M.A.U.E. = MUTUAL ACCESS & UTILITY EASEMENT

RECORD PLAT
LOTS 1-5, BLOCK A
EMBREE FM 2499
6.805 Acres
in the

J. WIZWELL SURVEY, ABSTRACT NO. 1346
J. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PAGE 1 OF 2



The John R. McAdams
Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
940.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

DRAWN BY: SC DATE: 03/08/2024 SCALE: 1"=30' JOB. No. **EMB 2020310385**

DEVELOPER
EMBREE DEVELOPMENT GROUP, INC.
104 MCKINNON ROAD
BARTONVILLE, TEXAS 76228
PH: 862-605-8079
EXT. 246
Contact: BRYAN BRADY

OWNER
IMER & SEBASTIAN BAROHI
4408 BANDERA AVE.
FRISCO, TEXAS 76033

OWNER
NISHENDU M. VASAVADA & RAMESH P. VASANI
5313 MARINERS DR.
PLANO, TEXAS 75093

OWNER
THE RODGERS LIVING TRUST,
NISHENDU & BELA VASAVADA
1277 PORTER RD.
FLOWER MOUND, TEXAS 75022

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS WE, IMER BARDHI, SEBIAN BARDHI, NISHENDU M. VASAVADA, BELA VASAVADA, RAMESH P. VASANI, & THE RODGERS LIVING TRUST, are the owners of property situated in the Town of Flower Mound described as follows:

BEING all that certain lot, tract, or parcel of land, situated in the J. Wizwell Survey, Abstract Number 1346, and the J. Stewart Survey, Abstract Number 1161, Town of Flower Mound, Denton County, Texas, and being all that certain tract of land, described by deed to Rodgers Living Trust & Nishendu Vasavada & Bela Vasavada, recorded in Document Number 2014-116754, Deed Records, Denton County, Texas, and being all that certain tract of land, described by deed to Nishendu M. Vasavada & Ramesh P. Vasani tract, recorded in Volume 1930, Page 250, Deed Records, Denton County, Texas, and being all that certain tract of land, described by deed to Imer & Sebian Bardhi, recorded in Document Number 2006-56316, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found at the southeast corner of said Rodgers Living Trust tract, and being in the west right-of-way line of FM 2499 (Long Prairie Road, called 120' right-of-way);

THENCE S 88°26'25" W, with the south line of said Rodgers Living Trust tract, passing the northeast corner of Lot 1, Block A, Angel Vet Center, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2007-46905, Plat Records, Denton County, Texas, at a distance of 2.56 feet, continuing a distance of 304.87 feet to a 1/2" capped rebar found, at the northwest corner thereof, some being the most northerly northeast corner of a certain tract of land described by deed to Harvey L. Earles, recorded in Document Number 2003-16340, Deed Records, Denton County, Texas, continuing a total distance of 593.56 feet to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner thereof, same being the southwest corner of said Rodgers Living Trust tract, same being the northeast corner of a certain tract of land, described by deed to William Patrick Wedge, recorded in Document Number 2016-36297, Deed Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Stephen Linville, recorded in Volume 2694, Page 701, Deed Records, Denton County, Texas;

THENCE N 00°19'57" W, with the east line of a certain tract of land, described by deed to Stephen Linville, recorded in Volume 2694, Page 701, Deed Records, Denton County, Texas, and that certain tract of land described in deed to Cosac21 Investments, LLC, recorded in Document Number 2022-160540, Official Public Records, Denton County, Texas, and with west line of said Rodgers Living Trust tract, passing at a distance of 103.36 feet the northwest corner thereof, and being the southwest corner of said Vasavada tract, continuing with the west line thereof, and passing at a distance of 203.37 feet the northwest corner thereof, and being the southwest corner of said Bardhi tract, continuing with the west line thereof, a total distance of 503.41 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner thereof and being the northeast corner of said Linville tract, and being the southwest corner of Lot 1, Block A, FM Senior Living, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2014-202, Plat Records, Denton County, Texas, and being the southeast corner of a certain tract of land, described by deed to Tad A. Marko, recorded in Document Number 1993-65535, Deed Records, Denton County, Texas;

THENCE N 88°46'09" E, with the north line of said Bardhi tract, and the south line of said Lot 1, a distance of 588.25 feet, to a "4" set in concrete, at the northeast corner of said Bardhi tract, and being the southeast corner of said Lot 1, and being in the west line of FM 2499;

THENCE S 00°55'59" E, with the west line of said FM 2499, and the east line of said Bardhi tract, passing at a distance of 199.99 feet, a 1/2" rebar found stamped "SJ&F", at the southeast corner of Tract 1 of said Bardhi tract, continuing with the east line of Tract 2 of said Bardhi tract, passing at a distance of 299.99 feet the southeast corner thereof, continuing with the east line of said Vasavada tract, passing at a distance of 399.99 feet, the southeast corner thereof, and continuing with the east line of said Rodgers Living Trust tract, a total distance of 489.94 feet to the POINT OF BEGINNING and containing approximately 6.805 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WE, Imer Bardhi, Sebian Bardhi, Nishendu M. Vasavada, Bela Vasavada, Ramesh P. Vasani, & The Rodgers Living Trust, acting herein by and through its duly authorized representatives, do hereby adopt this plat designated herein as EMBREE FM 2499, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements are hereby reserved for the mutual use and accommodation of any utility using or desiring to use the same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, reconstruction, maintenance or efficiency of its respective system on the utility easements, and all public utilities shall at all times have the right of ingress and egress to and from and upon the said utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining or adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS MY HAND this _____ day of _____, _____

IMER BARDHI

OWNER

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared IMER BARDHI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

WITNESS MY HAND this _____ day of _____, _____

SEBIAN BARDHI

OWNER

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared SEBIAN BARDHI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

WITNESS MY HAND this _____ day of _____, _____

NISHENDU M. VASAVADA

OWNER

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared NISHENDU M. VASAVADA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

WITNESS MY HAND this _____ day of _____, _____

BELA VASAVADA

OWNER

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared BELA VASAVADA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

WITNESS MY HAND this _____ day of _____, _____

RAMESH P. VASANI

OWNER

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared RAMESH P. VASANI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

WITNESS MY HAND this _____ day of _____, _____

THE RODGERS LIVING TRUST

AUTHORIZED REPRESENTATIVE

STATE OF TEXAS :
COUNTY OF DENTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public State of Texas

My commission expires the _____ day of _____, _____

APPROVED:

TOWN OF FLOWER MOUND
TOWN MANAGER

James W. Childers, Town Manager

Town of Flower Mound

_____, 20_____

Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary

Town of Flower Mound

_____, 20_____

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Coordinates for EMBREE FM 2499 are grid values referred to the Texas Coordinate System, North Central Zone expressed in NAD '83 projection. The monuments were tied using GPS to station Numbers 8 & 9 of the Town of Flower Mound official control monument system with coordinates thereof provided by the Town of Flower Mound.

Southeast Corner (POB): N 7059708.34; E 2407550.60;

Bearing and distance from the Southeast corner to Geo Point 9: S 76°55'36" E, 3956.18'

Northwest Corner: N 7060248.90; E 2405840.48;

Bearing and distance from the Northwest corner to Geo Point 8: N 19°51'11" W, 1967.03'

- Original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. MCADAMS, and the Surveyor shall not be liable for any unauthorized use hereof.
- According to Community/Panel No. 48121C0540 G, effective April 18, 2011, of the FLOOD INSURANCE RATE MAP for Denton County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes.

This flood statement shall not create liability on the part of the surveyor.

- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Upkeep and maintenance of the private drainage easement is the responsibility of the property owner's association.
- Upkeep and maintenance shall include but not limited to the following items:

- Grass and ground cover shall be kept at a height required by the town ordinance.
- the detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
- Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention capacity.
- No dumping of any type is permitted within this easement area.
- Retention Ponds:
 - the pond will maintain the normal pool elevation level specified on the civil plans.
 - The pond will be kept clear of all noxious plant material including cottonwood trees, willow trees, and cattails specifically.
 - To achieve the above specification, the BOA may need to secure a pond maintenance company for weekly or monthly treatment of the noxious plant material. *Water depths less than 6 feet may require additional treatment.
 - Aeration will be provided to the pond and be in good repair and operational year-round.
 - Permanent vegetation shall be established and maintained along the exposed banks to prevent erosion issues.

- Subject to PD #186.
- The purpose of the WME is to allow maintenance of the masonry screening wall.
- The purpose of this project is to subdivide 6.805 acres of land into 5 lots to allow for a mixed-use project per the approved pd.

SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

PRELIMINARY DOCUMENT:

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
JAMES STOWELL, RPLS 8513 6/1/24

James Stowell, RPLS
Texas Registration No. 6513

LINE	BEARING	DISTANCE
L21	S 30°10'15" E	22.52'
L22	N 72°40'40" W	5.34'
L23	N 72°40'40" E	10.00'
L24	S 17°19'20" E	6.50'
L25	N 23°15'54" E	5.37'
L26	S 68°43'51" E	10.01'
L27	S 23°15'54" W	5.72'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	100.00'	170°3'48"	29.78'	S 81°12'34" W, 29.67'
C2	327.00'	9°22'22"	53.49'	S 67°59'29" W, 53.43'
C3	100.00'	25°27'51"	44.44'	S 76°02'13" W, 44.08'
C4	38.00'	90°00'00"	59.69'	N 46°13'51" W, 53.74'
C5	38.00'	89°59'48"	59.69'	N 43°46'03" E, 53.74'
C6	40.50'	89°24'24"	63.20'	S 46°31'39" E, 56.98'
C7	225.00'	6°02'32"	23.73'	N 85°44'53" E, 23.72'
C8	225.00'	6°02'32"	23.73'	N 85°44'53" E, 23.72'
C9	38.00'	50°46'29"	33.68'	S 24°09'24" W, 32.58'
C10	100.00'	78°48'53"	137.56'	S 10°08'11" W, 126.97'
C11	200.00'	20°53'00"	72.90'	S 18°49'45" E, 72.49'
C12	38.00'	17°31'30"	11.62'	S 17°09'00" E, 11.58'
C13	25.00'	54°11'07"	23.64'	N 80°13'47" W, 22.77'
C14	311.50'	8°09'58"	44.40'	S 88°35'41" W, 44.36'
C15	130.00'	24°15'27"	55.04'	S 76°38'25" W, 54.63'
C16	25.00'	89°59'58"	39.27'	S 43°46'10" W, 35.36'
C17	25.00'	60°59'06"	26.61'	N 60°44'18" W, 25.37'
C18	25.00'	62°23'16"	27.22'	N 57°34'31" E, 25.90'
C19	3.00'	55°13'28"	2.89'	N 01°13'51" W, 2.78'
C20	25.00'	41°44'05"	18.21'	N 49°42'37" W, 17.81'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C21	25.00'	53°07'48"	23.18'	S 25°20'03" W, 22.36'
C22	27.50'	98°14'19"	47.15'	S 58°12'10" E, 41.58'
C23	25.00'	41°01'22"	17.90'	N 52°09'59" E, 17.52'
C24	25.00'	91°41'57"	40.01'	S 42°56'10" W, 35.88'
C25	25.00'	90°00'00"	39.27'	N 46°13'51" W, 35.36'
C26	24.99'	90°01'56"	39.27'	N 43°46'10" E, 35.36'
C27	25.00'	90°00'00"	39.27'	S 46°13'51" E, 35.36'
C28	187.00'	5°27'27"	17.81'	S 05°39'32" E, 17.81'
C29	25.00'	89°59'55"	39.27'	S 43°46'07" W, 35.35'
C30	25.00'	90°00'00"	39.27'	S 46°13'51" E, 35.36'
C31	25.00'	90°00'00"	39.27'	S 43°46'09" W, 35.36'
C32	25.00'	90°00'00"	39.27'	S 46°13'51" E, 35.36'

Lot and Block Analysis

Lot	Block	Square Feet	Acreage
1	A	55,156	1.266
2	A	60,847	1.397
3	A	57,738	1.326
4	A	57,662	1.324
5	A	64,031	1.470

Lot Type	Lot and Block Summary	
Smallest	55,156 Sq. Ft.	1.266 Acres
Largest	64,031 Sq. Ft.	1.470 Acres
Average	59,087 Sq. Ft.	1.357 Acres
Total Lots (Including X Lots)	5	
Total Buildable Lots (Excluding X Lots)	5	

RECORD PLAT
LOTS 1-5, BLOCK A
EMBREE FM 2499
6.805 Acres
in the

J. WIZWELL SURVEY, ABSTRACT NO. 1346
J. STEWART SURVEY, ABSTRACT NO. 1161
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PAGE 2 OF 2



The John R. McAdams
Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
972.436.9712
201 Country View Drive
Roanoke, Texas 76262
840.240.1012
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

DRAWN BY: SC DATE: 03/08/2024 SCALE: N/A JOB. No. **EMB
2020310385**

DEVELOPER
EMBREE DEVELOPMENT GROUP, INC.
104 MUMFORD ROAD
BARTONVILLE, TEXAS 76228
PH. 862-605-8079
EXT. 246
Contact: BRIAN BRADY

OWNER
IMER & SEBIAN BARDHI
4486 BANDERA AVE.
FRISCO, TEXAS 76036

OWNER
NISHENDU M. VASAVADA & RAMESH P. VASANI
6513 MARINERS DR.
PLANO, TEXAS 75093

OWNER
THE RODGERS LIVING TRUST,
NISHENDU & BELA VASAVADA
1877 PORTER RD.
FLOWER MOUND, TEXAS 75022



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

DATE: May 20, 2024
FROM: Codie Freeman, Planner
ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 491 (SUP24-0002- Petfolk Veterinary Hospital) to permit a veterinary hospital (inside pens) use. The property is generally located north of Cross Timbers Road and east of Long Prairie Road. (PZ recommended approval by a vote of 4 to 0 at its April 22, 2024, meeting.)**

BACKGROUND:

- Lot Size – Approximately 1.69 acres
- Zoning – Retail 2 (R-2) uses.
- Proposed use - Veterinary hospital (inside pens) use
- Building Size - 2,900 square feet of lease space will be occupied by the proposed veterinary hospital. The remaining square-feet will continue to be occupied by existing Retail uses.
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 0 at its April 22, 2024, 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.

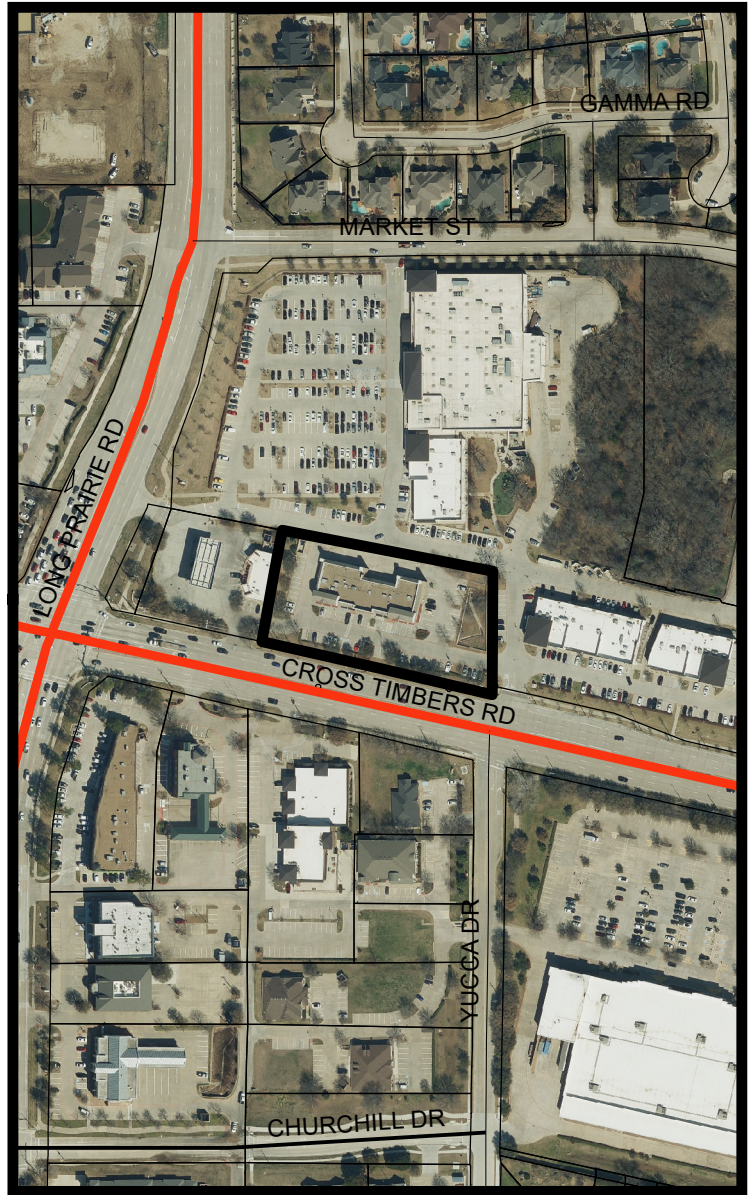
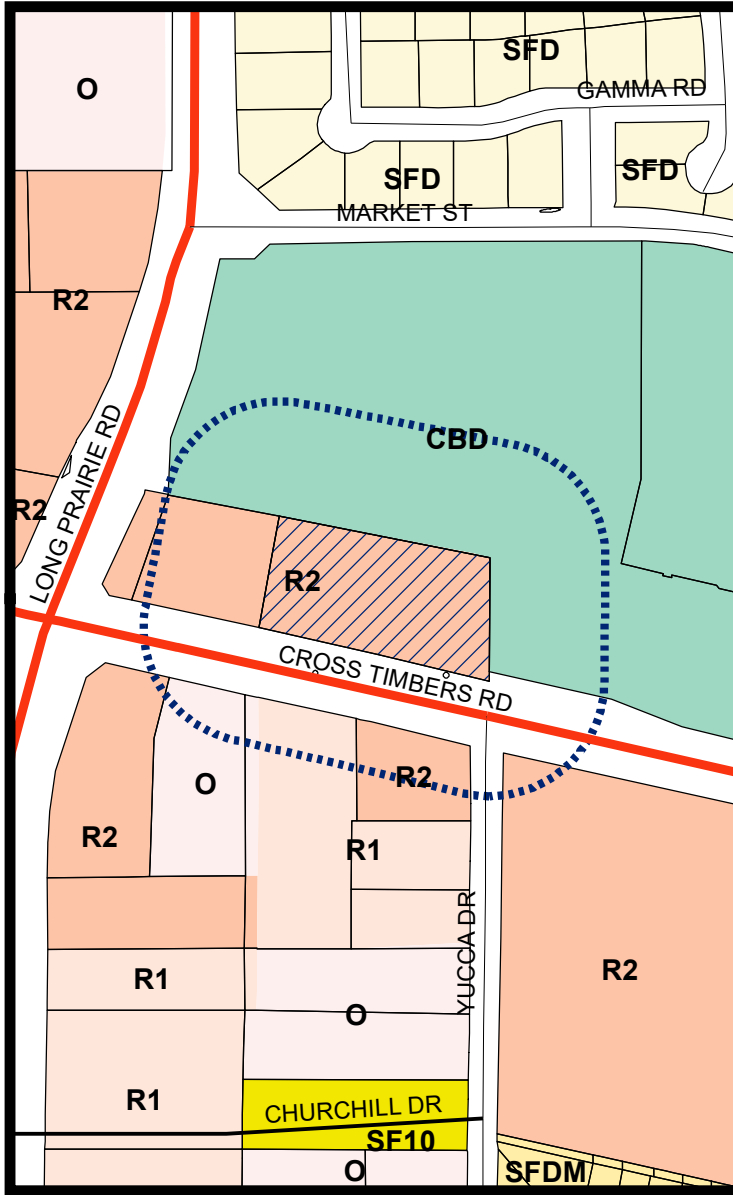
ATTACHMENTS:

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

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

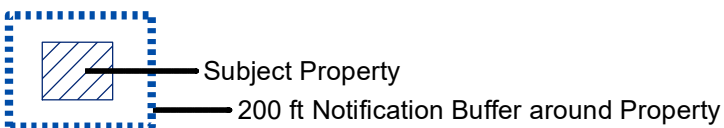
Vicinity Map

SUP24-0002: Petfolk Veterinary Hospital



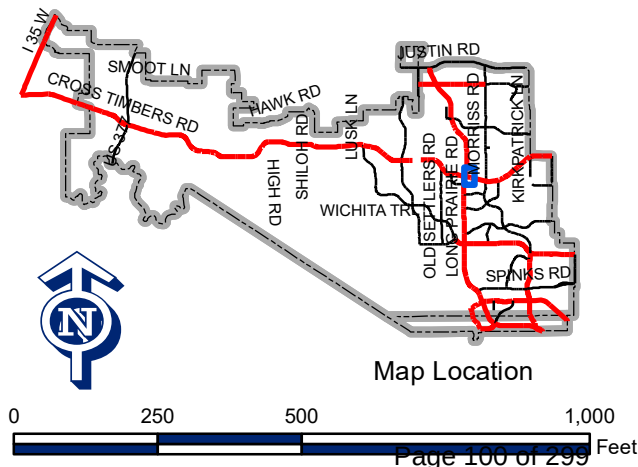
LEGEND

	Central Business District		Office		Retail 1		Retail 2
	Single Family 10		Single Family Density Medium		Single Family Detached		



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.



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. 491 (SUP-491) FOR A VETERINARY HOSPITAL (INSIDE PENS) USE ON CERTAIN PROPERTY DESCRIBED AS 1.6913 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK A, OF THE TIMBER PRAIRIE PLAZA ADDITION, AND ZONED RETAIL-2 ; 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 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 1.6913 acres of land and being all of Lot 1, Block A, of the Timber Prairie Plaza Addition, Denton County, Texas (the "Property") has filed an application for a Specific Use Permit to allow a veterinary hospital (inside pens) use; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on April 22, 2024, and the Town Council of the Town held a public hearing on May 20, 2024, 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, as amended, are hereby amended on the hereinafter described property and area as shown below:

1.6913 acres of land, being all of Lot 1, Block A, of the Timber Prairie Plaza Addition, Denton County, Texas, and zoned Retail-2.

The Property shall remain in Retail-2 zoning district and Specific Use Permit No. 491 (SUP-491) is hereby approved to allow a veterinary hospital (inside pens) use as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

- (a) The building must be treated acoustically so that noise generated by the enterprise is not perceptible at the property boundary line as required by Sec. 98-998 of the Flower Mound Code.

SECTION 2

The Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Elevations of the proposed veterinary hospital (inside pens) use, attached hereto as Exhibits "A", "B" and "C" and incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan, Conceptual Landscape Plan and Conceptual Elevations for this Specific Use Permit No. 491 (SUP-491).

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. 491 (SUP-491), as set forth above.

SECTION 4

The use of the Property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town including the regulations contained in Retail-2 and the SUP conditions provided herein.

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 20TH DAY OF MAY, 2024.

ORDINANCE NO. _____

Page 4

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

F.M. HIGHWAY NO. 2499
LONG PRAIRIE ROAD

EXHIBIT A - CONCEPT SITE PLAN

FLOWER MOUND DEVELOPMENT VENTURE
17.4779 ACRE TRACT
(PART OF 229.56 ACRES OF LAND)
CAB. 1361, PG. 879
D.R.D.C.T.

SITE DATA

SITE AREA:	1.691 Ac. (73,671 s.f.)
ZONED:	RETAIL - DISTRICT 2
ADDRESS:	2550 CROSS TIMBERS ROAD
BUILDING AREA:	12,286 S.F.
BUILDING/SITE RATIO:	12.17%
PARKING REQUIRED:	77
PARKING PROVIDED:	75
HANDICAP PARKING REQUIRED:	4
HANDICAP PARKING PROVIDED:	4
PROPOSED USES:	RETAIL, RESTAURANT
BLDG. HEIGHT	3'
NO. STORIES	1
TOTAL FLOOR AREA	12,286 S.F.

NOTE:
1. ALL RADII ARE 2' UNLESS OTHERWISE NOTED.

LEGEND

- FIRE LANE
- EXISTING GENERAL SYSTEM M.H.

FLOWER MOUND DEVELOPMENT VENTURE
17.4779 ACRE TRACT
(PART OF 229.56 ACRES OF LAND)
CAB. 1361, PG. 879
D.R.D.C.T.

NOTE:
THE PURPOSE OF THIS SITE PLAN
IS TO DEVELOP A RETAIL BUILDING.
PROPOSED USE IS RETAIL W/ 3000 S.F.
RESTAURANT (MAX.)

7.5' EASEMENT TO
DENTON COUNTY ELECTRIC COOPERATIVE, INC.,
VOL. 1156, PG. 592

TOWN OF FLOWER MOUND
20' WATER LINE EASEMENT
VOL. 1064, PG. 990

RECEIVED

NOV 07 2003

TOWN OF FLOWER MOUND
COMMUNITY DEVELOPMENT

The Following Represents The
Approved Document / Graphic
P&Z 10/27/03
TC 11/12/03
See file for Conditions

F.M. HIGHWAY NO. 1171
CROSS TIMBERS ROAD
(110' RIGHT-OF-WAY)

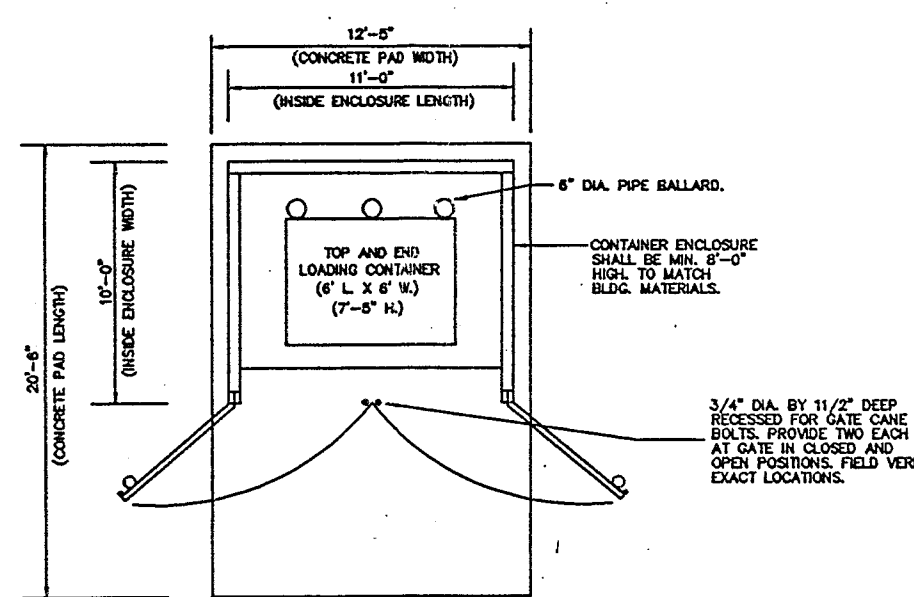
DETENTION FACILITY MAINTENANCE PLAN

- DETENTION FACILITIES MUST BE PROPERLY MAINTAINED IF THEY ARE TO FUNCTION AS INTENDED OVER A LONG PERIOD OF TIME. THE FOLLOWING MEASURES ARE REQUIRED TO ENSURE THE FACILITY FUNCTIONS PROPERLY:
1. **MOWING:** FACILITIES SHOULD BE MOWED AT LEAST TWICE A YEAR TO CONTROL WEEDS AND DISCOURAGE WOODY GROWTH.
 2. **DEBRIS CONTROL:** DEBRIS, LITTER AND ACCUMULATED SEDIMENT SHOULD BE REMOVED FROM DETENTION FACILITIES AT LEAST TWICE A YEAR. PARTICULAR ATTENTION SHOULD BE GIVEN TO REMOVAL OF DEBRIS: LITTER AND SEDIMENT AROUND OUTLET STRUCTURES.
 3. **CONFORMANCE:** CONFORMANCE WITH THE MAINTENANCE PLAN APPROVED BY THE TOWN ENGINEER IS THE RESPONSIBILITY OF THE OWNER OF THE DETENTION FACILITIES.
 4. **THE MAINTENANCE PLAN IS SUBJECT TO MODIFICATION UPON WRITTEN NOTICE FROM THE TOWN AND IT IS THE RESPONSIBILITY OF THE OWNER TO PROVIDE THE TOWN WITH THE NECESSARY REVISED MAINTENANCE INFORMATION.**
 5. ALL DETENTION PONDS ARE PRIVATE AND WILL BE MAINTAINED BY OWNER.

SPECIFIC PLAN AREA

1. THE PROPOSED VILLAGE RETAIL USE IS COMPLIANT WITH SPA-1.
2. THE PROPOSED BUILDING PROVIDES HIPPED AND SLOPING ROOF STRUCTURES ALONG 100% OF ITS PERIMETER THAT SCREEN ALL FLAT ROOF AREAS AND ROOF-TOP EQUIPMENT FROM VIEW.
3. EXTERIOR BUILDING MATERIALS ARE SIMILAR TO AND COMPATIBLE WITH EXISTING STRUCTURES IN THE AREA. ALL EXTERIOR MATERIALS HAVE NEUTRAL EARTH TONE COLORS.
4. THE SURFACE PARKING AREAS ARE SMALL AND SHALL BE LANDSCAPED IN ACCORDANCE WITH GOVERNING CODES AND ORDINANCES.
5. A SINGLE TEMPORARY CURB CUT ALONG FM 1171 COMPLIES WITH SPA-1 REQUIREMENT FOR LIMITED SITE ACCESS. FUTURE SITE ACCESS WHICH COMPLIES WITH SPA-1 REQUIREMENT FOR ROADWAY CONNECTION WILL BE PROVIDED BY A CURB CUT THAT WILL ALIGN WITH YUCCA DRIVE.
6. ACCESS DRIVES WITHIN THE SITE ARE COORDINATED WITH ADJACENT PROPERTIES AND PROVIDE CROSS-VEHICULAR MOVEMENT.
7. SEVERAL EXISTING MATURE TREES ARE BEING PRESERVED WHERE PROPOSED SITE GRADING WILL ALLOW. NEW TREES SELECTED FROM THE APPROVED TREE PLANTING LIST WILL BE ADDED TO THE SITE.
8. THE BUILDING ORIENTATION AND WATER DETENTION AREA PROVIDE THE OPPORTUNITY FOR SPATIAL RELATIONSHIP WITH FUTURE PUBLIC OPEN SPACE AMENITY TO BE LOCATED ON UNDEVELOPED PROPERTY TO THE NORTH AND EAST.
9. LIVING SCREEN LANDSCAPE BUFFERS ARE NOT REQUIRED SINCE THERE ARE NO ADJACENT RESIDENTIAL LAND USES.
10. THE NORTH AND SOUTH FACADES OF THE PROPOSED BUILDING PROVIDE VERTICAL AND HORIZONTAL ARTICULATION WITH WALL OFFSETS, AWNINGS OVER DOORS, AND BREAKS IN SLOPING ROOF ELEMENTS.

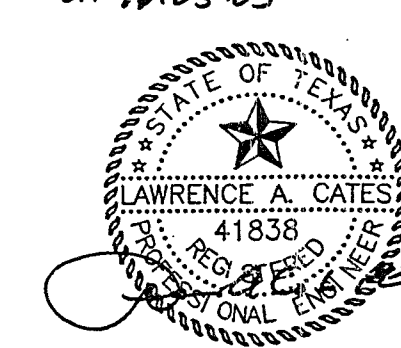
CONTAINER ENCLOSURE PLAN



DEVELOPER
CENCOR REALTY
3102 MAPLE AVE. SUITE 500
DALLAS, TEXAS 75201
(214) 954-0300
CONTACT: JARED CAPLAN

PROJECT ARCHITECT:
HALBACH DIETZ
3102 MAPLE AVE. SUITE 450
DALLAS, TEXAS 75201
(214) 953-9380
CONTACT: RANDY KLEIN
ENGINEER / SURVEYOR:
LAWRENCE A. CATES & ASSOCIATES, INC.
14200 MIDWAY ROAD, SUITE 122
DALLAS, TEXAS 75244
(972) 385-2272
FAX (972) 980-1627

THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
LAWRENCE A. CATES, P.E. 41838
ON 10-25-03

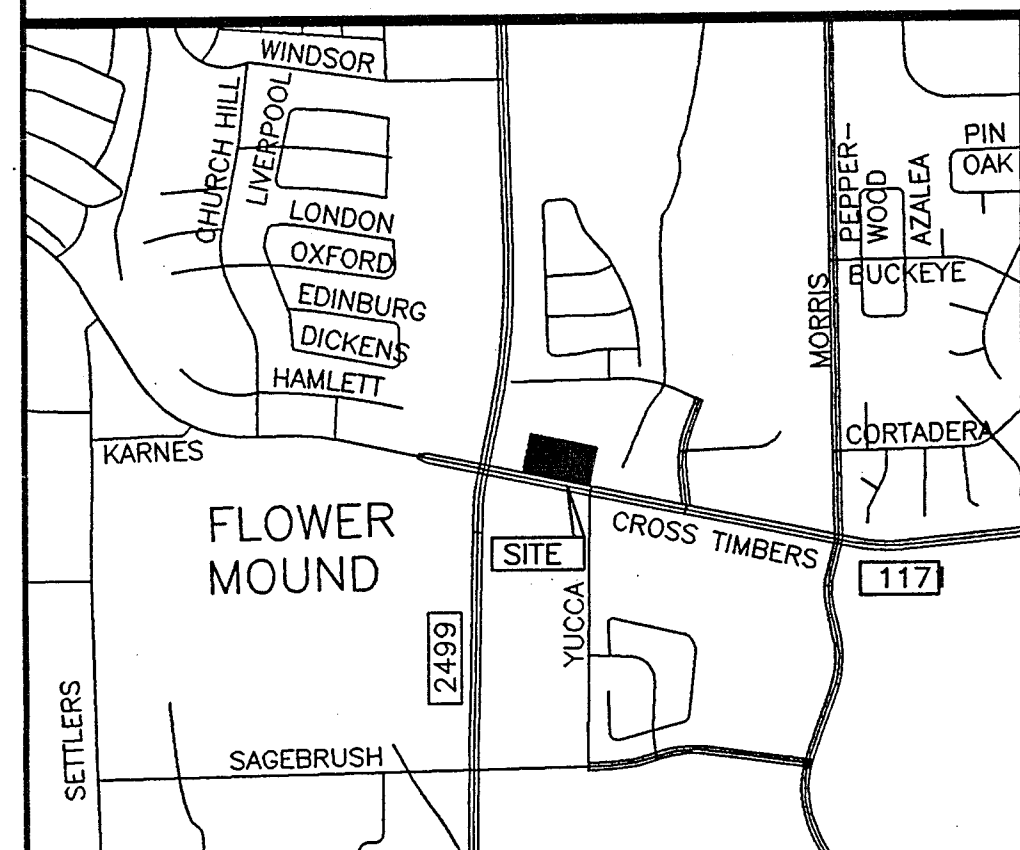


SITE PLAN

LOT 1, BLOCK 1 - TIMBER PRAIRIE PLAZA ADDITION					
1.6913 Ac. - J.T. STEWART SURVEY, ABST. 1161					
TOWN OF FLOWER MOUND, TEXAS					
LAWRENCE A. CATES & ASSOC., INC.					
14200 MIDWAY ROAD, SUITE 122 (972) 385-2272 CONSULTING ENGINEERS DALLAS, TEXAS					
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE NO.
LAC	LAC	7/2003	1" = 20'	D.P.	22121 SITE C-2

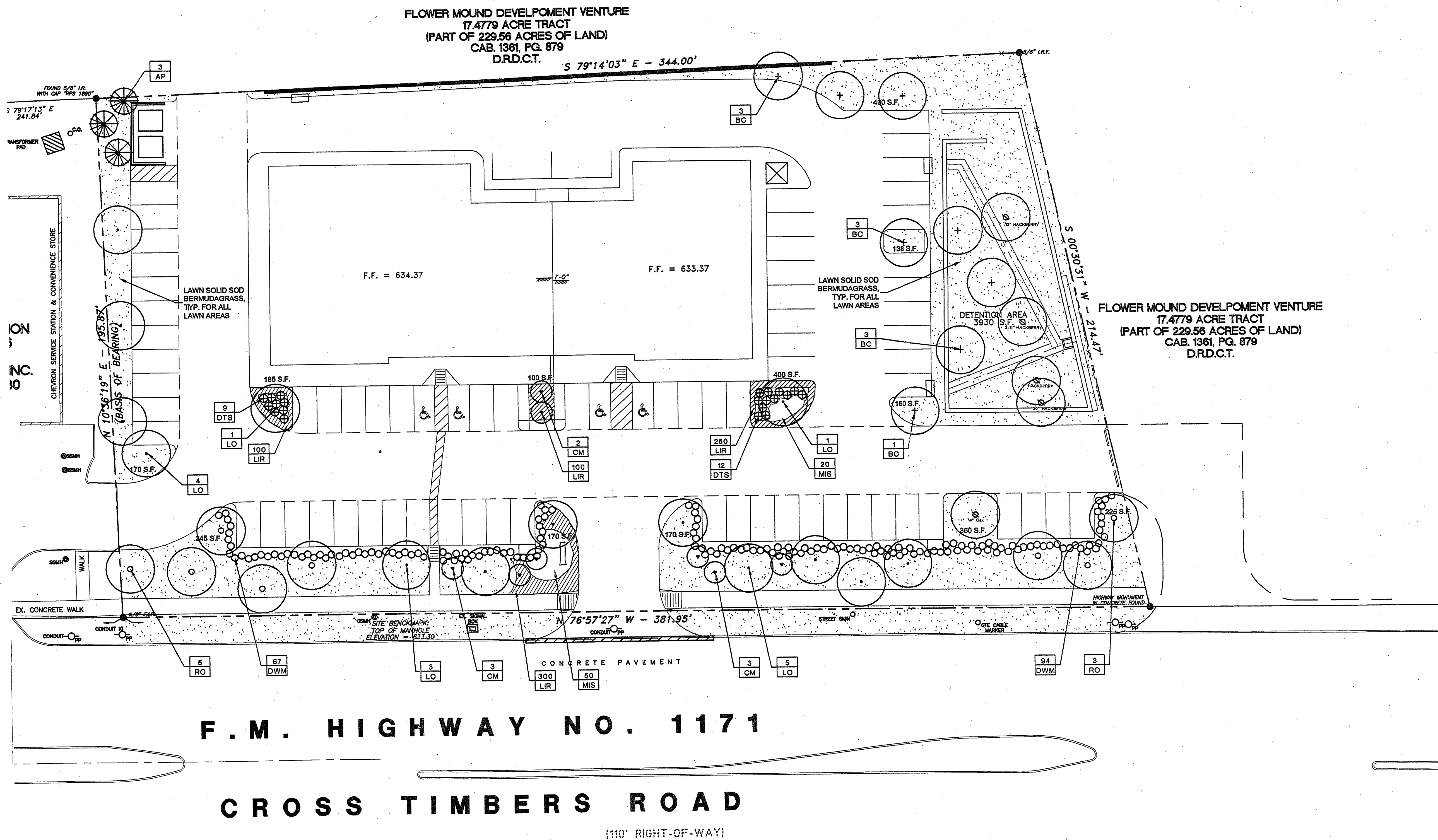
VICINITY MAP

N.T.S.



SP17-03

EXHIBIT B - CONCEPT LANDSCAPE PLAN



GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor shall provide (2") two inches of imported topsoil on all areas to receive lawn. BID AS ADD ALTERNATE
5. Imported topsoil shall be natural, friable soil from the region, known as bottom land soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
6. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Architect prior to installation.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

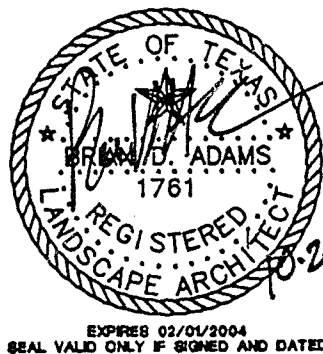
MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

RECEIVED

NOV 07 2003

TOWN OF FLOWER MOUND
COMMUNITY DEVELOPMENT



The Following Represents The
Approved Document / Graphic
P & Z 10/27/03
T.C. 11/12/03
See the For Conditions

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-ls.com

LANDSCAPE TABULATIONS

STREETYARD

Requirements: 20% of Streetyard to be landscape
(1) tree per 2,500 s.f. of streetyard plus (10) trees

F.M. HIGHWAY 1171 (35,300 s.f.)
Required 7,060 s.f.
14 trees plus 10 = (24) trees, 3" cal.

Provided 2,388 s.f.
(22) trees, 3" cal.
(1) existing tree, 14" dbh
(6) ornamental trees

note: 3:1 substitution for
ornamental to shade tree

PARKING LOT (73 spaces)

Requirements: (1) tree, 3" cal., per 10 spaces
90 s.f. per ea. 12 spaces

Required (8) trees, 3" cal.
555 s.f.

Provided (8) trees, 3" cal.
(2) existing tree, 14" dbh
2,713 s.f.

STREET BUFFER

Requirements: (1) tree, 3" cal., per 30 l.f.

F.M. HIGHWAY 1171 (382 l.f.)
Required (12) trees, 3" cal.

Provided (12) trees, 3" cal.

PLANT LIST

TREES

BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
Lagerstroemia indica 'Tuscarora'	Crape Myrtle 'Tuscarora'	17	8' ht.	B&B or container grown, 3-5 trunk, no cross canes, 4' spread, matching
Pinus nigra	Austrian Pine	3	6' ht.	B&B or container grown, 3' spread, full to base
Quercus shumardii	Red Oak	8	3" cal.	container grown, 12' ht., 4' spread, 5' branching ht., matching
Quercus virginiana	Live Oak	14	3" cal.	container grown, 12' ht., 4' spread, 5' branching ht., matching
Taxodium distichum	Bald Cypress	8	3" cal.	container grown, 12' ht., 4' spread, 5' branching ht., matching

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES

SHRUBS/GROUND COVER

BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
Leucophyllum frutescens 'Green Cloud'	Texas Sage 'Green Cloud'	12	5 gal.	container full, 24" spread min., 36" o.c.
Liriodendron 'Big Blue'	Liriodendron 'Big Blue'	750	4" pots	container full top of container, 12" o.c.
Miscanthus sinensis 'Gracillimus'	Miscanthus	70	3 gal.	container full, 24" o.c.
Myrica pusilla	Dwarf Wax Myrtle	161	36" ht.	container full, 24" spread, 30" o.c.
Cynodon dactylon	Common Bermudagrass			solid sod, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated.

PLANT LEGEND

SYMBOL	PLANT TYPE
AP	Asian Jasmine
BC	Bald Cypress
CM	Texas Sage 'Green Cloud'
DTS	Crape Myrtle 'Tuscarora'
DWM	Dwarf Wax Myrtle
LIR	Liriodendron 'Big Blue'
LO	Live Oak
MIS	Miscanthus
RO	Red Oak



REV.	DATE	REMARKS
3	10.20.03	CHY COMMENTS
2	09.17.03	CHY COMMENTS
1	08.18.03	CHY COMMENTS

LANDSCAPE PLAN

RETAIL SHELL BUILDING

1.6913 Ac. - J.T. STEWART SURVEY, ABST. 1161

TOWN OF FLOWER MOUND, TEXAS

LAWRENCE A. CATES & ASSOC., INC. CONSULTING ENGINEERS
14200 MIDWAY ROAD, SUITE 122 (972) 385-2272 DALLAS, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
KAH	KAH	07.21.03	1" = 20'			L1.01

CP17-03-1

CONCEPT ELEVATIONS

TIMBER PRAIRIE PLAZA

FLOWER MOUND, TEXAS



East Elevation



South Elevation

CENCOR REALTY SERVICES

3102 MAPLE AVENUE SUITE 500
DALLAS, TEXAS 75201
214/954-0300 FAX 214/953-0860

Halbach • Dietz
Architects



TOWN COUNCIL AGENDA K.5. REGULAR ITEM(S)

DATE: May 20, 2024

FROM: Codie Freeman, Planner

ITEM: Consider a request for a Site Plan (SP24-0007-Flower Mound Montessori) with an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)

BACKGROUND:

- Lot Size – Approximately 2.008 acres
- Zoning – Planned Development District No. 157 with Retail 2 (R-2) uses
- SMARTGrowth – N/A, review not triggered, previously completed
- Traffic Analysis – N/A, review not triggered, previously completed
- Exception – To the compatibility setback requirement to allow two playground shade structures to be located within the 60-foot compatibility setback.
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

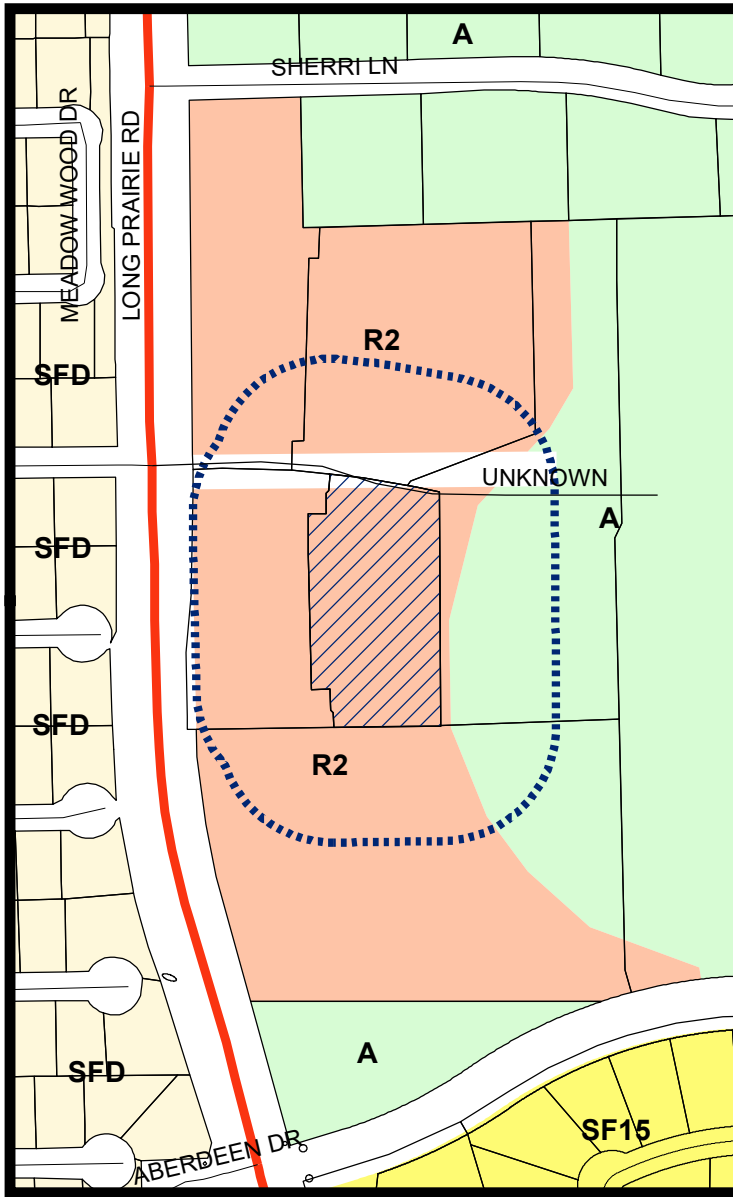
ATTACHMENTS:

1. Zoning & Aerial Map

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

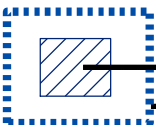
Vicinity Map

SP24-0007: Flower Mound Montessori



LEGEND

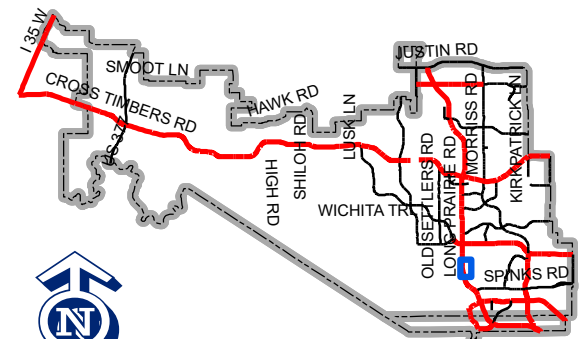
Agriculture
 Retail 2
 Single Family 15
 Single Family Detached



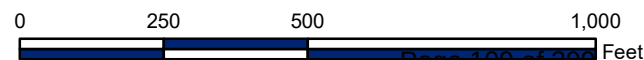
— Subject Property
 — 200 ft Notification Buffer around Property

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

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



Map Location





TOWN COUNCIL AGENDA K.6. REGULAR ITEM(S)

DATE: May 20, 2024

FROM: Chuck Russell, Principal Planner

ITEM: **Public Hearing to consider an ordinance amending the zoning (CON23-0002 – Smith Tract Conservation) from Agricultural District (A) uses to Planned Development District No. 197 (PD-197) with Agricultural District (A) uses for a conservation development with certain exceptions, modifications, and waivers to the Code of Ordinances. The property is generally located south of Cross Timbers Road, east of Shiloh Road and west of Scenic Road. (PZ recommended approval by a vote of 3 to 1 at its May 13, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 447 acres
- Proposed Zoning – Planned Development District No. 197 (PD-197) with Agricultural District (A) uses for a conservation development
- Proposed Lots – 223 Buildable Lots for a density of one unit per 2 acres (minimum lot size is .75 acres and approximately 28% of all lots are greater than one-acre)
- Open Space – Exceeds minimum 45% open space
- SMARTGrowth – Passed, with approval of slope exception
- Traffic Analysis – Traffic Impact Analysis Completed. Recommendations were made for both onsite and offsite intersection improvements, including southbound Shiloh Road at Cross Timbers Road and northbound Scenic Drive at Cross Timbers Road. The first recommended improvements are being made by the Town as a part of a future CIP project. The second recommended improvements are being made through a Development Agreement related to the new residential development to the east of the subject property.
- Exceptions – Topographic Slope and Overhead Utilities along Cross Timbers Road
- Modifications – Certain dimensional standards and Perimeter fencing
- Incentives - N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 3 to 1 at its May 13, 2024, meeting with the exception that the minimum side yard setbacks shall be 25 feet instead of 15 feet. This change is reflected in the attached ordinance.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

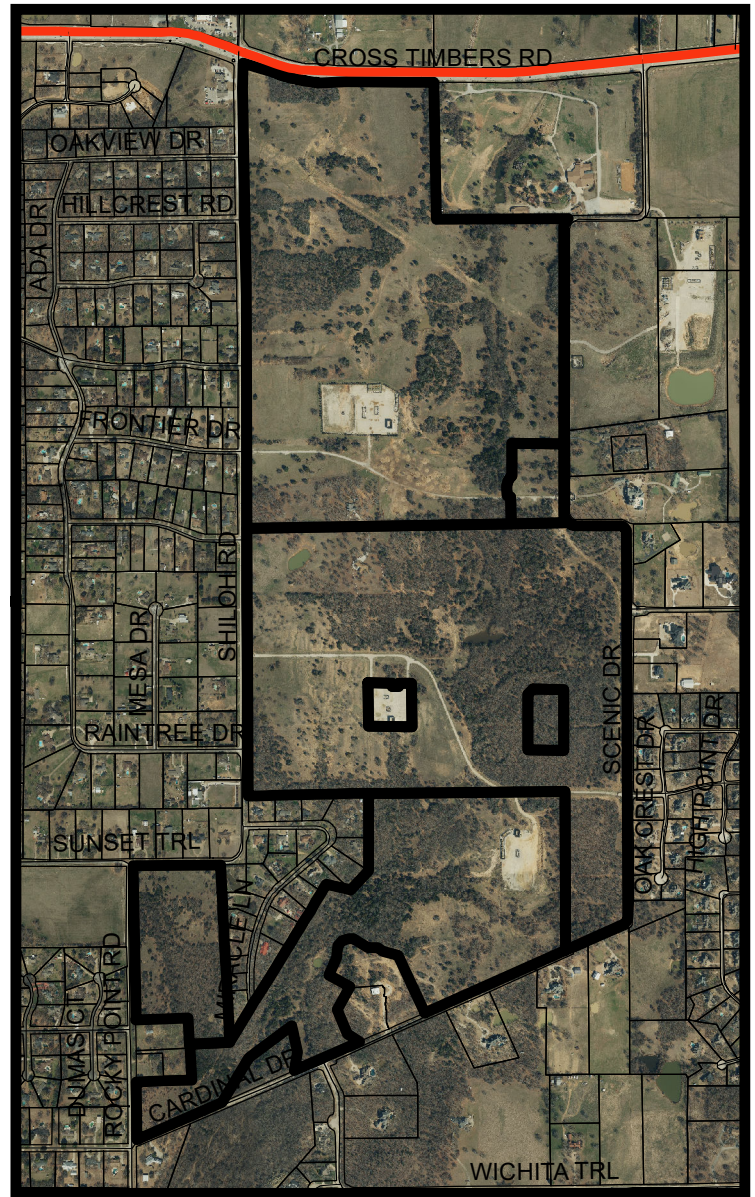
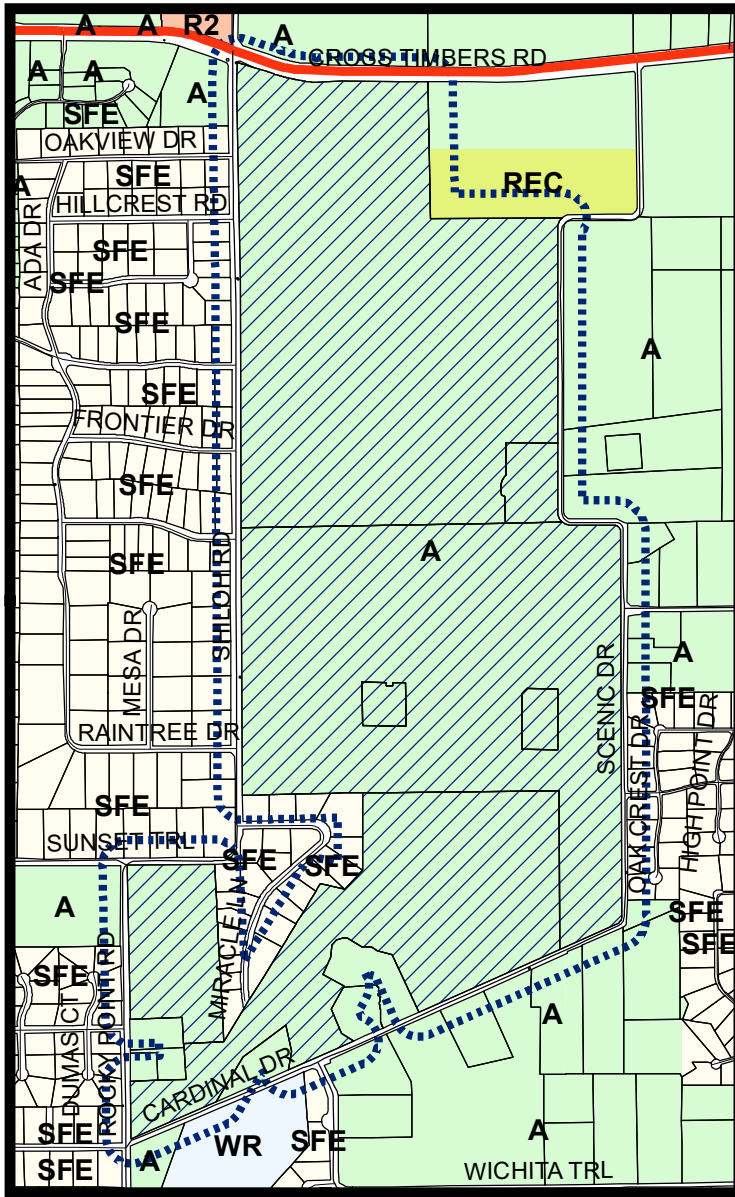
ATTACHMENTS:

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

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

Vicinity Map

CON23-0002: Smith Tract Conservation



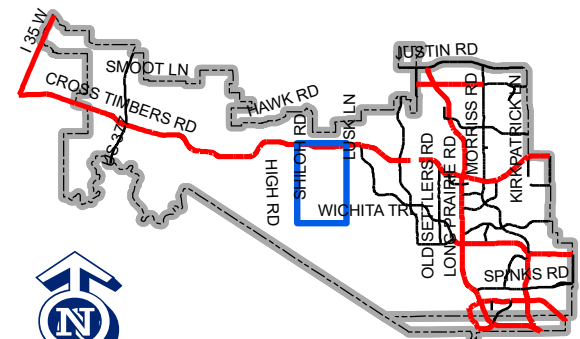
LEGEND

- Agriculture
- Recreation
- Retail 2
- Single Family Estate
- Water Recreation

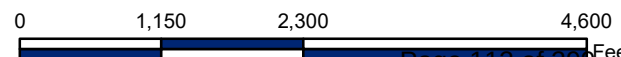
- Subject Property
- 200 ft Notification Buffer around Property

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

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



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 CHANGING THE ZONING ON APPROXIMATELY 446.95 ACRES OF LAND SITUATED IN THE N. A. THOMPSON SURVEY, ABSTRACT NO. 1307, THE L. K. HEATH SURVEY, ABSTRACT NO. 1597, THE M.E.P. AND P.R.R. COMPANY SURVEY, ABSTRACT 935, DENTON COUNTY, TEXAS, FROM A AGRICULTURAL DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT-197 (PD-197) WITH A AGRICULTURAL DISTRICT 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 446.95 acres of land situated in the N. A. Thompson Survey, Abstract No. 1307, the L. K. Heath Survey, Abstract No. 1597 and the M.E.P. and P.R.R. Company Survey, Abstract No. 935, 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 District to Planned Development District-197 (PD-197) with A Agricultural District uses for a Conservation Development; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on May 13, 2024, and the Town Council of the Town held a public hearing on May 20, 2024, 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 446.95 acres of land situated in the N. A. Thompson Survey, Abstract No. 1307, the L. K. Heath Survey, Abstract No. 1597 and the M.E.P. and P.R.R. Company Survey, Abstract No. 935, Denton County, Texas, depicted in Exhibit "A," attached hereto.

Planned Development District-197 (PD-197) with A Agricultural District uses for a Conservation Development.

SECTION 2

The Development Standards, Concept Plan, Concept Landscape Plan, Concept Open Space Plan, and Concept Open Space Management Plan of the proposed Planned Development District No. 197 (PD-197), 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. 197 (PD-197).

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. 197 (PD-197), 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 20TH DAY OF
MAY, 2024.**

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1508.57'	71°8'28"	S73°37'35"E	192.28'	192.41'
C2	1518.57'	51°2'36"	S85°08'26"E	138.04'	138.08'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N55°58'46"E	77.60'
L2	S87°59'08"E	68.67'
L3	S70°50'21"E	59.92'
L4	S77°11'42"E	69.02'
L5	S87°07'13"W	67.98'
L6	S89°47'29"W	65.58'
L7	S86°08'41"W	65.75'
L8	S43°55'35"E	49.78'

SMITH TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

MIN. LOT AREA: 3/4 ACRE OR 32,670 SF
MAX. DENSITY: 1 UNIT PER 2.0 ACRES

MIN. CONSERVATION OPEN SPACE: 45% OF GROSS LAND AREA
SHALL BE PRESERVED AS CONSERVED OPEN SPACE
CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH:	150'
MIN. FRONT YARD SETBACK:	40'
MIN. REAR YARD SETBACK:	20'
MIN. SIDE YARD SETBACK:	15'
MIN. CORNER LOT SETBACK:	15'

OWNER/DEVELOPER:
BOB SMITH MANGEMENT, LTD.
CONTACT: SALLY SMITH MOSHBURN
3811 TURTLE CREEK BLVD, #200
DALLAS, TEXAS 75219
TEL: (214) 521-3461

ENGINEER:
PAPE-DAWSON ENGINEERS, INC.
6105 TENNYSON PKWY, STE 210
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

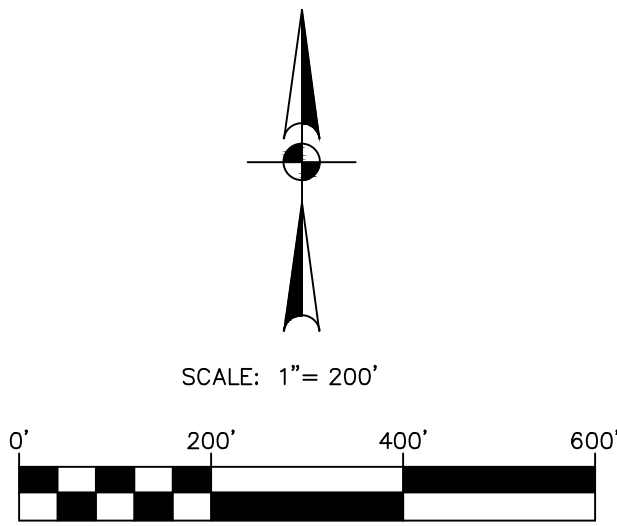
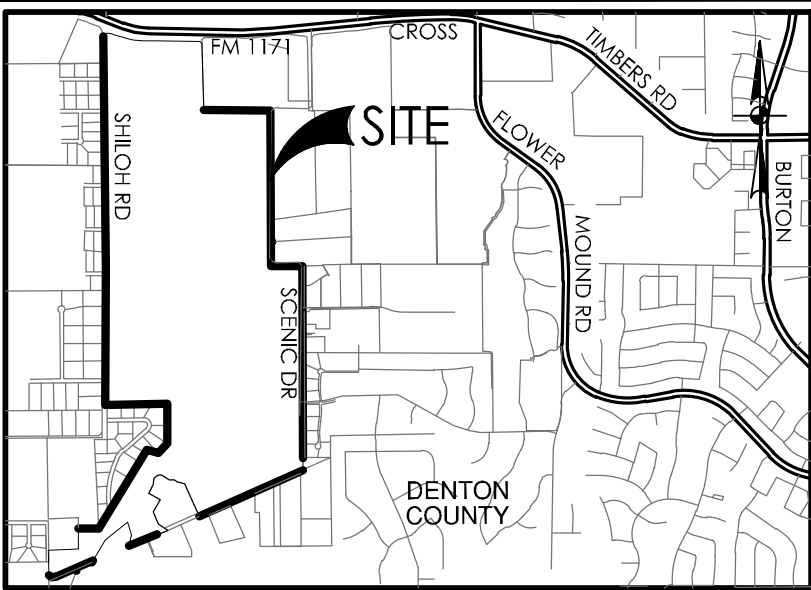
DATE OF PREPARATION: MARCH 04th, 2024

ZONING EXHIBIT OF SMITH TRACT

BEING A 446.949 ACRES SITUATED IN THE N.A. THOMPSON SURVEY, ABSTRACT NO. 1307, THE L.K. HEATH SURVEY ABSTRACT NO. 1597, THE M.E.P. & P.R.R. COMPANY SURVEY ABSTRACT 935, IN THE CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS.

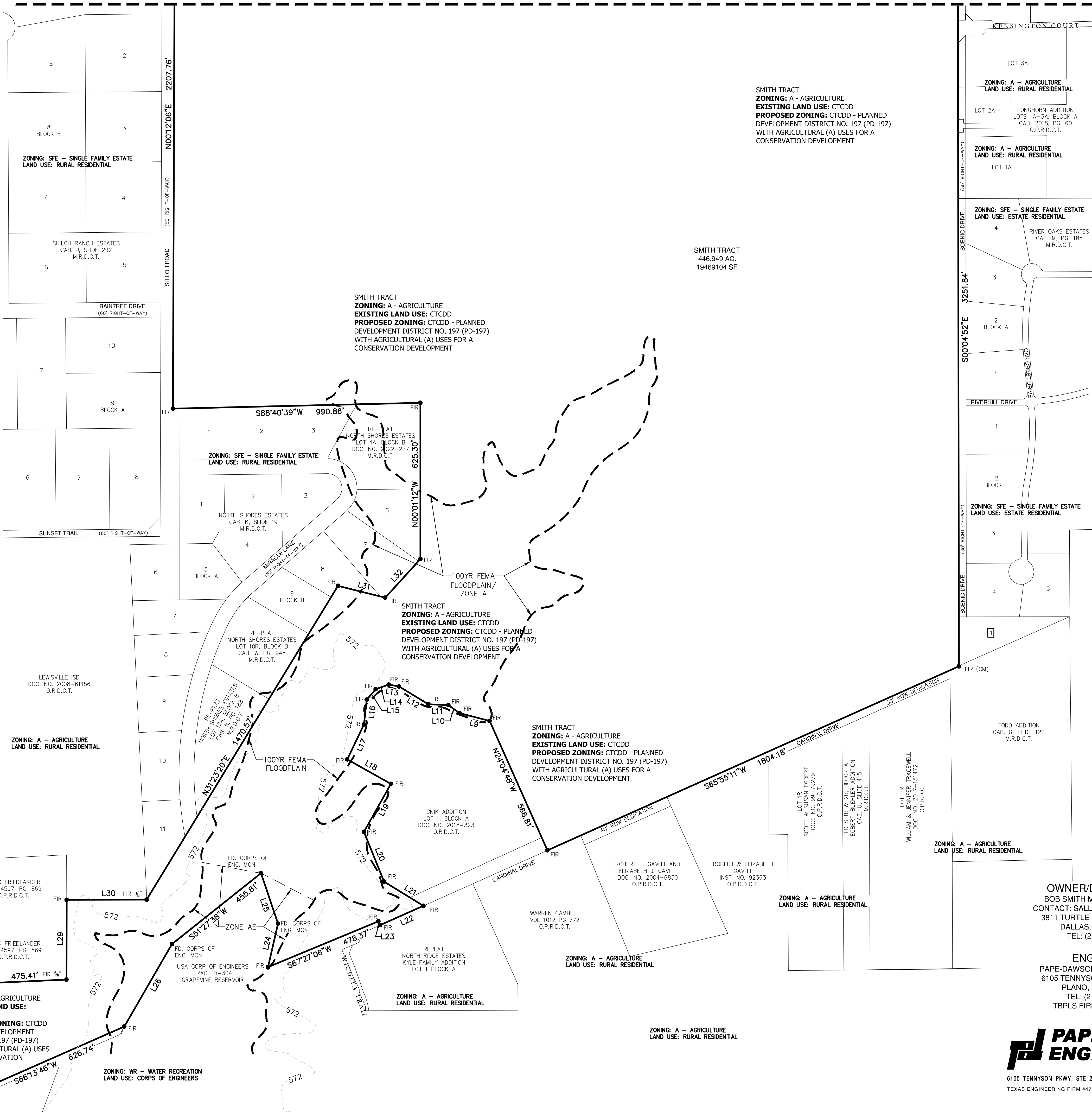
SHEET 1 OF 3

MATCH LINE SHEET 1



LEGEND

- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- PROPOSED ZONING PLANNED DEVELOPMENT AREA



SMITH TRACT:

MASTER PLAN FEATURES	
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SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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THOROUGHFARE PLAN	CROSS TIMBERS RD (MAJOR ARTERIAL)
WATER PLAN	SCENIC DR & SHILOH RD (RURAL COLLECTORS)
WASTEWATER	12" WITHIN CROSS TIMBERS ROAD (FM 1171), 12" WITHIN SCENIC DRIVE, 12" WITHIN SHILOH RD
ECONOMIC IMPACT	NO SEWER SERVICE

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C3	270.00'	175°22'	S80°21'40"W	84.27'	84.62'

LINE TABLE		
LINE #	BEARING	LENGTH
L9	N75°22'03"W	125.00'
L10	N54°19'03"W	55.00'
L11	N87°28'23"W	80.00'
L12	N58°51'43"W	137.00'
L13	N80°07'13"W	42.00'
L14	S71°01'57"W	55.00'
L15	S40°55'37"W	55.00'
L16	S82°29'57"W	100.00'
L17	S25°21'47"W	155.00'
L18	S60°40'13"E	200.00'
L19	S29°19'47"W	220.00'
L20	S22°02'23"E	215.00'
L21	S58°26'33"E	184.74'
L22	S65°55'11"W	190.13'
L23	N24°04'50"W	16.77'
L24	N12°54'03"E	178.40'
L25	N18°34'16"W	212.98'
L26	S30°05'59"W	380.91'
L28	N52°14'48"W	57.41'
L29	N0°06'11"E	319.02'
L30	N89°49'06"E	320.26'
L31	S76°03'12"E	194.70'
L32	N42°28'48"E	209.20'

CTCDD Conservation Development PD Conditions

SMITH TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

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SHALL BE PRESERVED AS CONSERVED OPEN SPACE
CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

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6105 TENNYSON PKWY, STE 210
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

DATE OF PREPARATION: MARCH 04th, 2024

ZONING EXHIBIT OF SMITH TRACT



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

BEING A 446,949 ACRES SITUATED IN THE N.A. THOMPSON SURVEY, ABSTRACT NO. 1307, THE L.K. HEATH SURVEY, ABSTRACT NO. 1597, THE M.E.P. & P.R.R. COMPANY SURVEY, ABSTRACT 935, IN THE CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

BEING ALL THAT CERTAIN 446.949 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, AND BEING ALL OF THE LAND THAT WAS CONVEYED TO BOB SMITH MANAGEMENT COMPANY, LTD., AS TRACT 1 AND TRACT 2, A CALLED 290.31 ACRE AND A CALLED 193.230 ACRE TRACT, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. (CCFN) 97-0089454, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, OF OUT OF THE N.A. THOMPSON SURVEY, ABSTRACT NO. 1307, THE L. K. HEATH SURVEY, ABSTRACT NO. 1597, THE M.E.P. & P.R.R. COMPANY SURVEY, ABSTRACT 935, SAVE AND EXCEPT THAT PORTION DEEDED TO THE TOWN OF FLOWER MOUND RECORDED IN VOLUME 5232, PAGE 3334 AND VOLUME 5232, PAGE 3340. REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND FILED 05/07/2009. RECORDED UNDER CCFN 2009-55119 AND CCFN 2009-55118. REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THAT PROPERTY CONVEYED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT BY SPECIAL WARRANTY DEED FILED 06/04/2008, RECORDED UNDER CCFN 2008-61156, SAID REAL PROPERTY RECORDS, AND THAT PROPERTY CONVEYED TO THE COUNTY OF DENTON IN SPECIAL WARRANTY DEED FILED 10/26/2007, RECORDED IN CCFN 2007-126808, SAID REAL PROPERTY RECORDS, AND SAID 456.949 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION TO THE COUNTY OF DENTON (PART ONE), SAME BEING IN THE APPROXIMATE CENTERLINE OF SHILOH ROAD (A PRESCRIPTIVE RIGHT-OF-WAY), SAME BEING THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID SHILOH ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF F.M. 1171 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 1171, AND ALONG THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, AS FOLLOWS:

NORTH 55 DEG. 58 MIN. 46 SEC. EAST, 77.60 FEET TO A POINT FOR THE NORTH END OF SAID CORNER CLIP;;
SOUTH 87 DEG. 59 MIN. 06 SEC. EAST, 68.67 FEET TO A 1/2 INCH IRON ROD FOUND;
SOUTH 70 DEG. 50 MIN. 21 SEC. EAST, 59.92 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1508.57 FEET, AND A DELTA ANGLE OF 07 DEG. 18 MIN. 28 SEC.;
IN A SOUTHEASTERLY DIRECTION, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 192.41 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 73 DEG. 37 MIN. 35 SEC. EAST, 192.28 FEET TO A 1/2 INCH IRON ROD FOUND;
SOUTH 74 DEG. 37 MIN. 19 SEC. EAST, 68.81 FEET TO A 1/2 INCH IRON ROD FOUND;
SOUTH 77 DEG. 11 MIN. 42 SEC. EAST, 69.02 FEET TO A TXDOT MONUMENT FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1518.57 FEET, AND A DELTA ANGLE OF 05 DEG. 12 MIN. 36 SEC.;
IN A SOUTHEASTERLY DIRECTION, AND ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 138.08 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 85 DEG. 08 MIN. 26 SEC. EAST, 138.04 FEET TO A TXDOT MONUMENT FOUND;
NORTH 87 DEG. 07 MIN. 13 SEC. EAST, 67.98 FEET TO A TXDOT MONUMENT FOUND;
NORTH 89 DEG. 47 MIN. 29 SEC. EAST, 65.58 FEET TO AN 'X' CUT FOUND IN CONCRETE;
NORTH 86 DEG. 08 MIN. 41 SEC. EAST, 65.75 FEET TO A 1/2 INCH IRON ROD WITH ORANGE CAP FOUND;
SOUTH 89 DEG. 08 MIN. 59 SEC. EAST, 699.02 FEET TO A 1/2 INCH IRON ROD WITH ORANGE "G&A" CAP FOUND FOR THE SOUTHEAST CORNER OF SAID COUNTY OF DENTON TRACT, PART TWO, SAME BEING IN AN EAST LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT;
SOUTH 43 DEG. 55 MIN. 35 SEC. EAST, 49.78 FEET TO AN X CUT FOUND FOR A POINT IN THE MIDDLE OF AN ABANDONED ROAD, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND TO CIRCLE R RANCH, INC., BY DEED RECORDED IN CCFN 96-0051196, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAID CIRCLE R RANCH TRACT, AND ALONG SAID ABANDONED ROAD AS FOLLOWS:

SOUTH 01 DEG. 22 MIN. 19 SEC. EAST, 1055.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERNAL CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID CIRCLE R RANCH TRACT;
SOUTH 89 DEG. 07 MIN. 19 SEC. EAST, 1056.83 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING ON THE NORTHWEST SIDE OF AN EASTERLY BEND IN SCENIC DRIVE (A PRESCRIPTIVE RIGHT-OF-WAY);

THENCE SOUTH 00 DEG. 15 MIN. 52 SEC. EAST, ALONG THE EAST LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SCENIC DRIVE, A DISTANCE OF 2472.63 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT 2, SAME BEING IN THE NORTH LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT 1, SAME BEING ON THE SOUTHWEST SIDE OF AN EASTERLY BEND IN SAID SCENIC DRIVE;

THENCE NORTH 89 DEG. 44 MIN. 06 SEC. EAST, CONTINUING ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SCENIC DRIVE, A DISTANCE 504.34 FEET TO A 5/8 INCH IRON ROD FOUND WITH "GSFC INC." CAP FOUND FROM WHICH A 1/2 INCH IRON ROD WITH "RPLS 5276" CAP FOUND BEARS NORTH 19 DEG. 38 MIN. 36 SEC. EAST, 1.11 FEET FOR A NORTHEAST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING ON THE NORTHEAST SIDE OF A SOUTHERLY BEND IN SAID SCENIC DRIVE, SAME BEING THE NORTHEAST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT 1;

THENCE SOUTH 00 DEG. 04 MIN. 52 SEC. EAST, CONTINUING ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SCENIC DRIVE, A DISTANCE OF 3251.84 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING ON THE SOUTH SIDE OF A SOUTHWESTERLY BEND IN SAID SCENIC DRIVE;

THENCE SOUTH 65 DEG. 55 MIN. 11 SEC. WEST, CONTINUING ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SCENIC DRIVE, A DISTANCE OF 1804.18 FEET TO A POINT FOR CORNER, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO CNIK LLC, BY DEED RECORDED IN CCFN 2017-159457, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE THROUGH THE INTERIOR OF SAID BOB SMITH MANAGEMENT COMPANY TRACT AND ALONG SAID CNIK TRACT AS FOLLOWS:

NORTH 24 DEG. 04 MIN. 48 SEC. WEST, 566.81 FEET TO A POINT FOR ANGLE POINT;
NORTH 75 DEG. 22 MIN. 03 SEC. WEST, 125.00 FEET TO A POINT FOR ANGLE POINT;
NORTH 54 DEG. 19 MIN. 03 SEC. WEST, 55.00 FEET TO A POINT FOR ANGLE POINT;
NORTH 87 DEG. 29 MIN. 23 SEC. WEST, 80.00 FEET TO A POINT FOR ANGLE POINT;
NORTH 58 DEG. 51 MIN. 43 SEC. WEST, 137.00 FEET TO A POINT FOR ANGLE POINT;
NORTH 80 DEG. 07 MIN. 13 SEC. WEST, 42.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 71 DEG. 01 MIN. 57 SEC. WEST, 55.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 40 DEG. 55 MIN. 37 SEC. WEST, 55.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 06 DEG. 29 MIN. 57 SEC. WEST, 100.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 25 DEG. 21 MIN. 47 SEC. WEST, 155.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 60 DEG. 40 MIN. 13 SEC. EAST, 200.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 29 DEG. 19 MIN. 47 SEC. WEST, 220.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 22 DEG. 02 MIN. 23 SEC. EAST, 215.00 FEET TO A POINT FOR ANGLE POINT;
SOUTH 58 DEG. 26 MIN. 33 SEC. EAST, 184.74 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID CNIK TRACT, SAME BEING IN THE SOUTHEASTERLY LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING IN THE NORTH LINE OF SAID SCENIC DRIVE;

THENCE SOUTH 65 DEG. 55 MIN. 11 SEC. WEST, ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT AND GENERALLY ALONG SCENIC DRIVE, A DISTANCE OF 190.13 FEET TO A NAIL FOUND IN ASPHALT FOR THE SOUTHEAST CORNER OF AFORESAID RIGHT-OF-WAY DEDICATION TO THE TOWN OF FLOWER MOUND (CCFN 2008-55118);

THENCE NORTH 24 DEG. 04 MIN. 50 SEC. WEST, ALONG SAID TOWN OF FLOWER MOUND TRACT, A DISTANCE OF 16.77 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID TOWN OF FLOWER MOUND TRACT, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF CARDINAL DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 67 DEG. 27 MIN. 06 SEC. WEST, CONTINUING ALONG SAID TOWN OF FLOWER MOUND TRACT, AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CARDINAL DRIVE, A DISTANCE OF 478.37 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID TOWN OF FLOWER MOUND TRACT, SAME BEING IN THE EAST LINE OF THAT CERTAIN TRACT OF LAND TO USA CORPS OF ENGINEERS, TRACT D-304, GRAPEVINE RESERVOIR;

THENCE ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND SAID USA CORP OF ENGINEERS TRACT AS FOLLOWS:

NORTH 12 DEG. 54 MIN. 03 SEC. EAST, 178.40 FEET TO A CORPS OF ENGINEERS MONUMENT FOUND FOR AN ANGLE POINT;
NORTH 18 DEG. 34 MIN. 16 SEC. WEST, 212.98 FEET TO A CORPS OF ENGINEERS MONUMENT FOUND FOR THE THE NORTH CORNER OF SAID USA CORP OF ENGINEERS TRACT;
SOUTH 51 DEG. 27 MIN. 38 SEC. WEST, 455.81 FEET TO A CORPS OF ENGINEERS MONUMENT FOUND FOR AN ANGLE POINT;
SOUTH 30 DEG. 05 MIN. 59 SEC. WEST, 380.91 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF AFORESAID RIGHT-OF-WAY DEDICATION TO THE TOWN OF FLOWER MOUND (CCFN 2008-55119);

THENCE ALONG THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, AND ALONG THE NORTH LINE OF SAID TOWN OF FLOWER MOUND TRACT, AND THE NORTH RIGHT-OF-WAY LINE OF SAID CARDINAL DRIVE AS FOLLOWS:

SOUTH 66 DEG. 13 MIN. 46 SEC. WEST, 626.74 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AND A DELTA ANGLE OF 17 DEG. 57 MIN. 22 SEC.;
IN A SOUTHWESTERLY DIRECTION, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 84.62 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEG. 21 MIN. 40 SEC. WEST, 84.27 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH END OF A CORNER CLIP AT THE INTERSECTION OF SAID CARDINAL DRIVE WITH ROCKY POINT ROAD (A PRESCRIPTIVE RIGHT-OF-WAY);
NORTH 52 DEG. 14 MIN. 48 SEC. WEST, 57.41 FEET ALONG SAID CORNER CLIP TO A POINT FOR THE NORTH END OF SAID CORNER CLIP, SAME BEING IN THE WEST LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING IN THE APPROXIMATE CENTER OF SAID ROCKY POINT DRIVE;

THENCE NORTH 00 DEG. 34 MIN. 02 SEC. WEST, ALONG SAID ROCKY POINT ROAD, A DISTANCE OF 397.83 FEET TO A POINT FOR A NORTHWEST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT;

THENCE NORTH 87 DEG. 23 MIN. 11 SEC. EAST, PASSING AT A DISTANCE OF 33.76 FEET A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND TO MARK FRIEDLANDER, BY DEED RECORDED IN VOLUME 4597, PAGE 869, SAID DEED RECORDS, AND CONTINUING A TOTAL DISTANCE OF 475.41 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTEAST CORNER OF SAID FRIEDLANDER TRACT;

THENCE NORTH 00 DEG. 06 MIN. 11 SEC. EAST, CONTINUING ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND SAID FRIEDLANDER TRACT, A DISTANCE OF 319.02 FEET TO A POINT FOR CORNER, SAME BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF AFORESAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT;

THENCE NORTH 89 DEG. 49 MIN. 06 SEC. EAST, ALONG THE SOUTH LINE OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, A DISTANCE OF 320.26 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LEWISVILLE INDEPENDENT SCHOOL DISTRICT TRACT, SAME BEING THE SOUTH CORNER OF NORTH SHORES ESTATES, AN ADDITION TO THE TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 188, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE ALONG THE COMMON LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND SAID NORTH SHORES ESTATES AS FOLLOWS:

NORTH 31 DEG. 23 MIN. 20 SEC. EAST, 1470.57 FEET TO AN ANGLE POINT;
SOUTH 76 DEG. 03 MIN. 12 SEC. EAST, 194.70 FEET TO AN ANGLE POINT;
NORTH 42 DEG. 26 MIN. 48 SEC. EAST, 209.20 FEET TO AN ANGLE POINT;
NORTH 00 DEG. 01 MIN. 12 SEC. WEST, 625.30 FEET TO A 1/2 INCH IRON ROD SET FOR AN INTERNAL ANGLE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT;
SOUTH 88 DEG. 40 MIN. 39 SEC. WEST, A DISTANCE OF 990.86 FEET TO A POINT FOR A SOUTHWEST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, SAME BEING IN THE APPROXIMATE CENTER OF AFORESAID SHILOH ROAD;

THENCE NORTH 00 DEG. 12 MIN. 06 SEC. EAST, ALONG THE WEST LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SHILOH ROAD, A DISTANCE OF 2207.76 FEET TO A POINT FOR THE COMMON WEST CORNER OF SAID BOB SMITH MANAGEMENT COMPANY TRACT 1 AND 2;

THENCE NORTH 00 DEG. 38 MIN. 50 SEC. WEST, CONTINUING ALONG THE WEST LINE OF SAID BOB SMITH MANAGEMENT COMPANY TRACT, AND GENERALLY ALONG SAID SHILOH ROAD, A DISTANCE OF 3670.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 446.949 ACRES OF COMPUTED LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, _____, REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, HEREBY CERTIFY THAT THE DESCRIPTION AND PLAT HEREON ARE TAKEN FROM ACTUAL MEASUREMENTS UPON THE GROUND AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AD BELIEF THIS _____ DAY OR _____ 20_____, AND THE MONUMENTS SHOWN THEREON HAVE BEEN FOUND OR SET UNDER MY SUPERVISION AND THEIR LOCATIONS, SIZE AND MATERIAL DESCRIPTION ARE CORRECTLY SHOWN.

PRELIMINARY THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____, RPLS NO. _____

NAME
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. XXX
FIRM REGISTRATION NO. XXX
COMPANY
STREET ADDRESS
CITY, STATE ZIP CODE
TEL: XXX-XXX-XXXX

STATE OF TEXAS))

COUNTY OF DENTON))

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, REGISTERED PROFESSIONAL LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____, DAY OF _____, 20_____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

OWNER/DEVELOPER:
BOB SMITH MANGEMENT, LTD.
CONTACT: SALLY SMITH MOSHBURN
3811 TURTLE CREEK BLVD, #200
DALLAS, TEXAS 75219
TEL: (214) 521-3461

ENGINEER:
PAPE-DAWSON ENGINEERS, INC.
6105 TENNYSON PKWY, STE 210
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

DATE OF PREPARATION: MARCH 04th, 2024

**ZONING EXHIBIT
OF
SMITH TRACT**



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

BEING A 446.949 ACRES SITUATED IN THE N.A. THOMPSON SURVEY, ABSTRACT NO. 1307, THE L.K. HEATH SURVEY, ABSTRACT NO. 1597, THE M.E.P. & P.R.R. COMPANY SURVEY, ABSTRACT 935, IN THE CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS.

EXHIBIT "B"

DEVELOPMENT STANDARDS

Planned Development District - 197 (PD-197) Smith Tract Conservation Development

The development on the property comprising approximately 447 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-197 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-197" or "Development"):

1. Permitted Uses. The following uses shall be permitted in PD-197, 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/Early release home;
 - f. Swimming pool, private; subject to Section 98-996; and
 - g. Park or playground, public.
2. Specific Uses: No specific uses requiring the issuance of a specific use permit shall be permitted in PD-197, except:
 - a. Accessory Dwelling, subject to section 98-983.
3. Temporary Uses. Only the following temporary uses may be permitted in PD-197 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 Amenity Uses may be provided within Lot 2X, Block D as shown on the attached Concept Landscape Plan (Exhibit "D") and may include but are not limited to a Multipurpose Building with a maximum size of 4,500 square feet, a shade structure with a grill and island seating and associated parking. All amenities for Lot 2X, Block D are subject to final plan approval as a part the approved Subdivision Site Plan.

B. RESIDENTIAL DIMENSIONAL REGULATIONS

1. PD-197 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') 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 25 percent (25%) 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. 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, except that dimensional and area regulations shall not apply.

C. RESIDENTIAL LOT REQUIREMENTS

The following requirements shall apply to the residential lots within PD-197:

1. There shall be a maximum density of one (1) unit per two (2) acres, which equates to 223 total residential lots; and
2. A minimum of 25 percent (25%) of the lots must be at least one (1) acre or 43,560 square feet in size.

D. SUPPLEMENTAL STANDARDS

1. The development of PD-197 is subject to the approved Environmental Protection Plan.
2. The development of PD-197 is subject to the approved 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-197 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" of PD-197. 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 Area Plan);

- b. Be submitted and approved by the Town with the submittal of the first subdivision site plan for 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; and
 - d. Substantially conform to the draft OSMP approved by the Town Council as a part of (PD-197) and identified as Exhibit "F."
- 5. All multi-use and equestrian trails shall be provided with the minimum widths as shown on the Conceptual Landscape Plan in Exhibit "D."
- 6. All landscaping shall be in conformance with Exhibit "D" to PD-197, the Conceptual Landscape Plan.
- 7. 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.
- 8. All elements and design features shown on the two lots that are proposed to be dedicated to the Town as Parks are conceptual only and subject to the Town's final design as a part of the park development process.

E. EXCEPTIONS and MODIFICATIONS

The following exceptions and modifications shall be granted with the approval of Planned Development District-197 (PD-197):

- 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; and
 - 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.

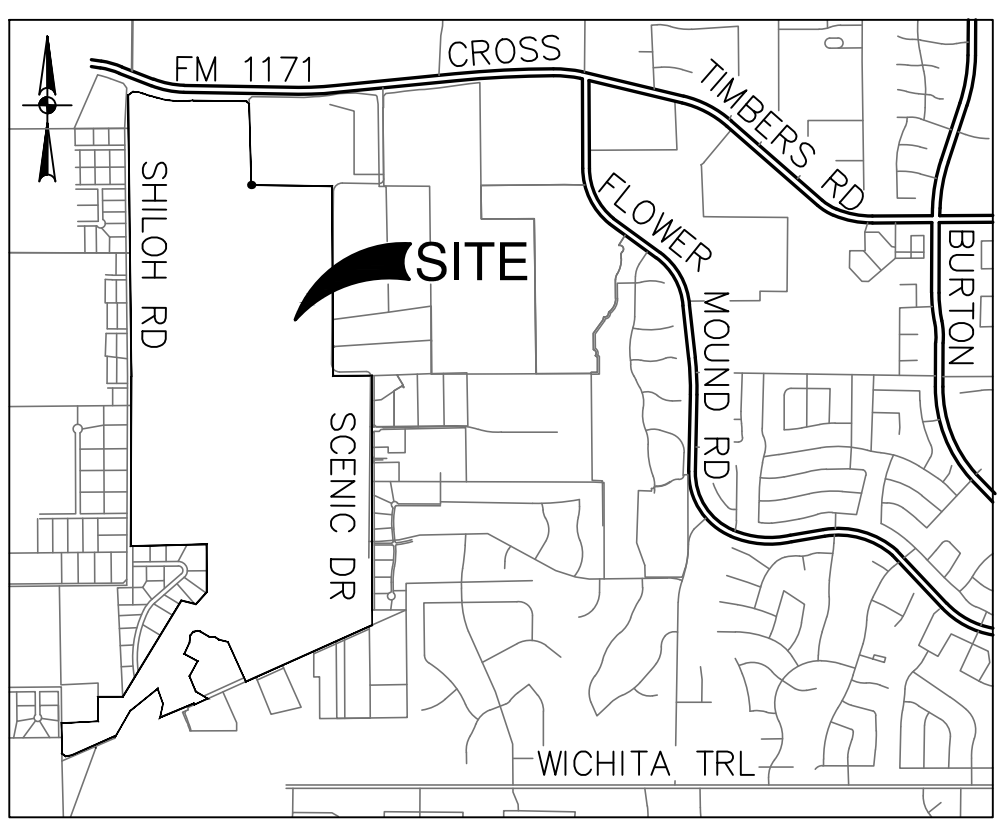
2. Perimeter and open space walls and fences - Section 98-1143.

A modification to Section 98-1143, "Perimeter and open space walls and fences" is approved. Perimeter and open space fencing may consist of wood posts with horizontal steel cables as shown in Exhibit "D".

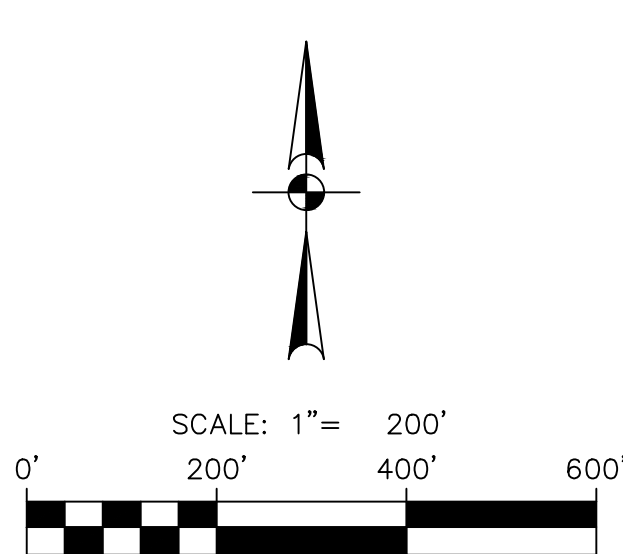
3. Underground Utilities – Section 82-377.

An exception to "Underground Utilities" pursuant to Section 82-377, "Exceptions," of the Code of Ordinances is granted allowing approximately 1,554 linear feet of overhead power lines along Cross Timbers Road to remain above ground.

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- LEGEND**
- WE WATERLINE EASEMENT
 - DE DRAINAGE EASEMENT
 - HOA HOME OWNER'S ASSOCIATION
 - D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
 - SETBACK
 - LOT LINE
 - PROPOSED ZONING PLANNED DEVELOPMENT AREA
 - STREET NAME CHANGE
 - GAS MARKER
 - GUY WIRE ANCHOR
 - POWER POLE
 - PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED



SMITH FOUNDATION TRACT:

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

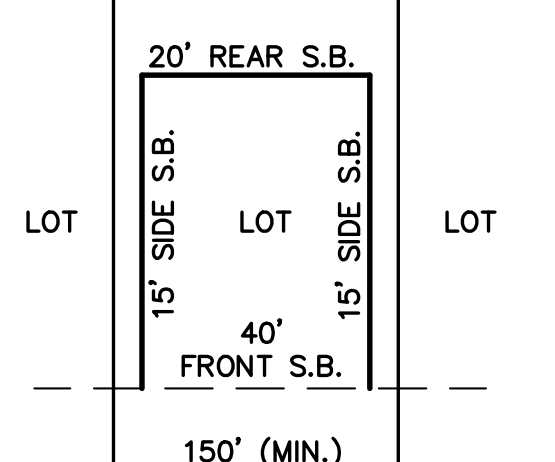
CTCDD Conservation Development PD Conditions

SMITH FOUNDATION TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

MIN. LOT AREA: 3/4 ACRE OR 32,670 SF
MAX. DENSITY: 1 UNIT PER 2.0 ACRES

MIN. CONSERVATION OPEN SPACE: 45% OF GROSS LAND AREA
SHALL BE PRESERVED AS CONSERVED OPEN SPACE
CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH: 150'
MIN. FRONT YARD SETBACK: 40'
MIN. REAR YARD SETBACK: 20'
MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 17'



SITE SUMMARY	
RESIDENTIAL LOTS ONE ACRE+	62
RESIDENTIAL LOTS 3/4 ACRE+	161
TOTAL RESIDENTIAL LOTS	223
HOA AMENITY CENTER LOT	1
TOTAL LOTS (INCLUDING X LOTS)	238
TOTAL SITE AREA	19,469,098 SQ.FT. 446,949 AC.
PROVIDED OPEN SPACE	8,891,903 SQ.FT. 204.13 AC.
REQUIRED OPEN SPACE	8,761,092 SQ.FT. 201.127 AC.
HOA LOT AREA GREEN SPACE	538,837 SQ.FT. 12.37 AC.
HOA AMENITY CENTER LOT	43,647 SQ.FT. 1.002 AC.
SMALLEST LOT	32,670 SQ.FT. 0.75 AC.
LARGEST LOT	70,437 SQ.FT. 1.617 AC.
AVERAGE LOT	37,984 SQ.FT. 0.872 AC.
ROW DEDICATION SHILOH	176,636 SQ.FT. 4.055 AC.
ROW DEDICATION SCENIC	297,123 SQ.FT. 6.821 AC.
ROW DEDICATION ROCKY POINT & CARDINAL	31,189 SQ.FT. 0.716 AC.

CONCEPT PLAN OF SMITH TRACT
FLOWER MOUND, TEXAS

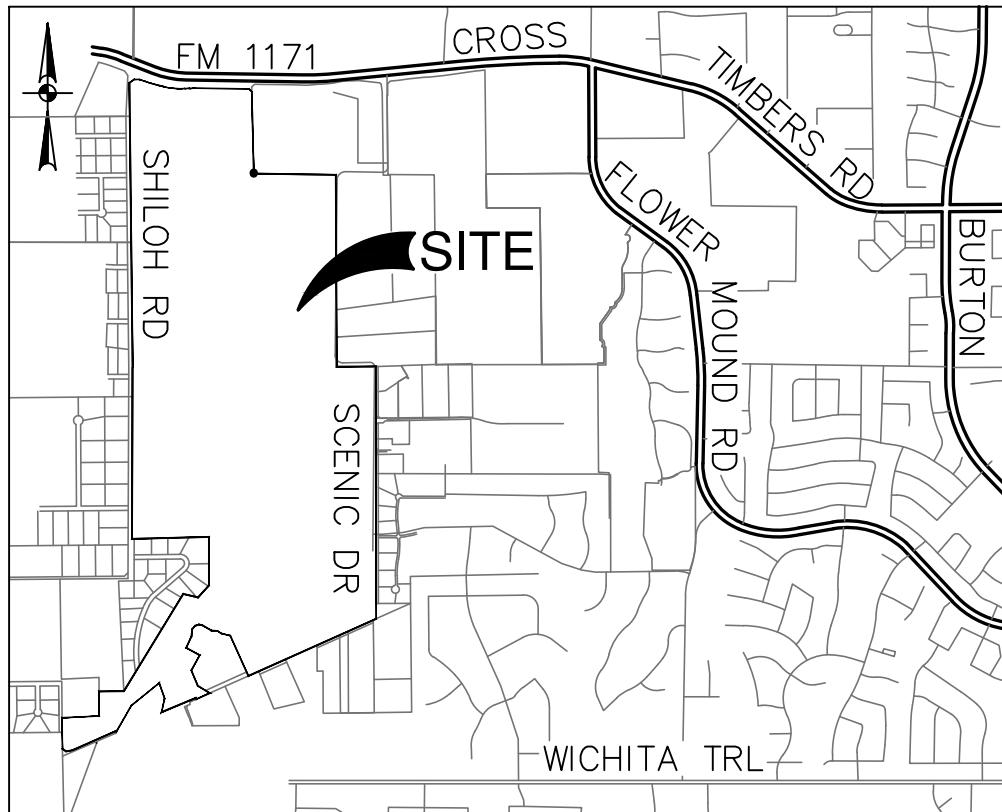
446,949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
LX. HEALTH SURVEY, ABSTRACT NO. 1307,
M.E.P. & P. COMPANY SURVEY, ABSTRACT NO. 935
IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS

PAPE-DAWSON ENGINEERS
6100 TENNISVIEW PKWY, STE 210 | PLANO, TX 75024 | 214-420-8494
TEXAS ENGINEERING FIRM #10 | TEXAS SURVEYING FIRM #10134900
May 9, 2024

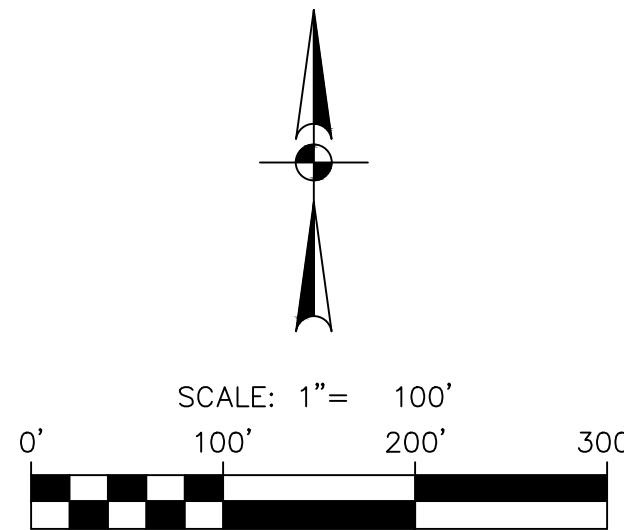
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LEGEND

- WE WATERLINE EASEMENT
DE DRAINAGE EASEMENT
HOA HOME OWNER'S ASSOCIATION
D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
--- SETBACK
--- LOT LINE
--- PROPOSED ZONING PLANNED DEVELOPMENT AREA
◇ STREET NAME CHANGE
--- GUY WIRE ANCHOR
--- POWER POLE
* PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED



LOCATION MAP



SMITH FOUNDATION TRACT:

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

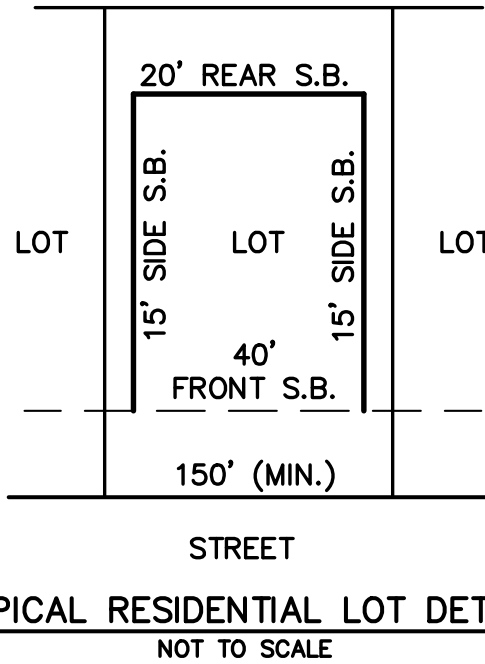
CTCDD Conservation Development PD Conditions

SMITH FOUNDATION TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

MIN. LOT AREA: 3/4 ACRE OR 32,670 SF
MAX. DENSITY: 1 UNIT PER 2.0 ACRES

MIN. CONSERVATION OPEN SPACE: 45% OF GROSS LAND AREA SHALL BE PRESERVED AS CONSERVED OPEN SPACE CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH: 150'
MIN. FRONT YARD SETBACK: 40'
MIN. REAR YARD SETBACK: 20'
MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 17'



CONCEPT PLAN OF SMITH TRACT FLOWER MOUND, TEXAS

446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1597 &
M.E.P. & P. RE COMPANY SURVEY, ABSTRACT NO. 935
IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS



6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

May 9, 2024

SHEET 2



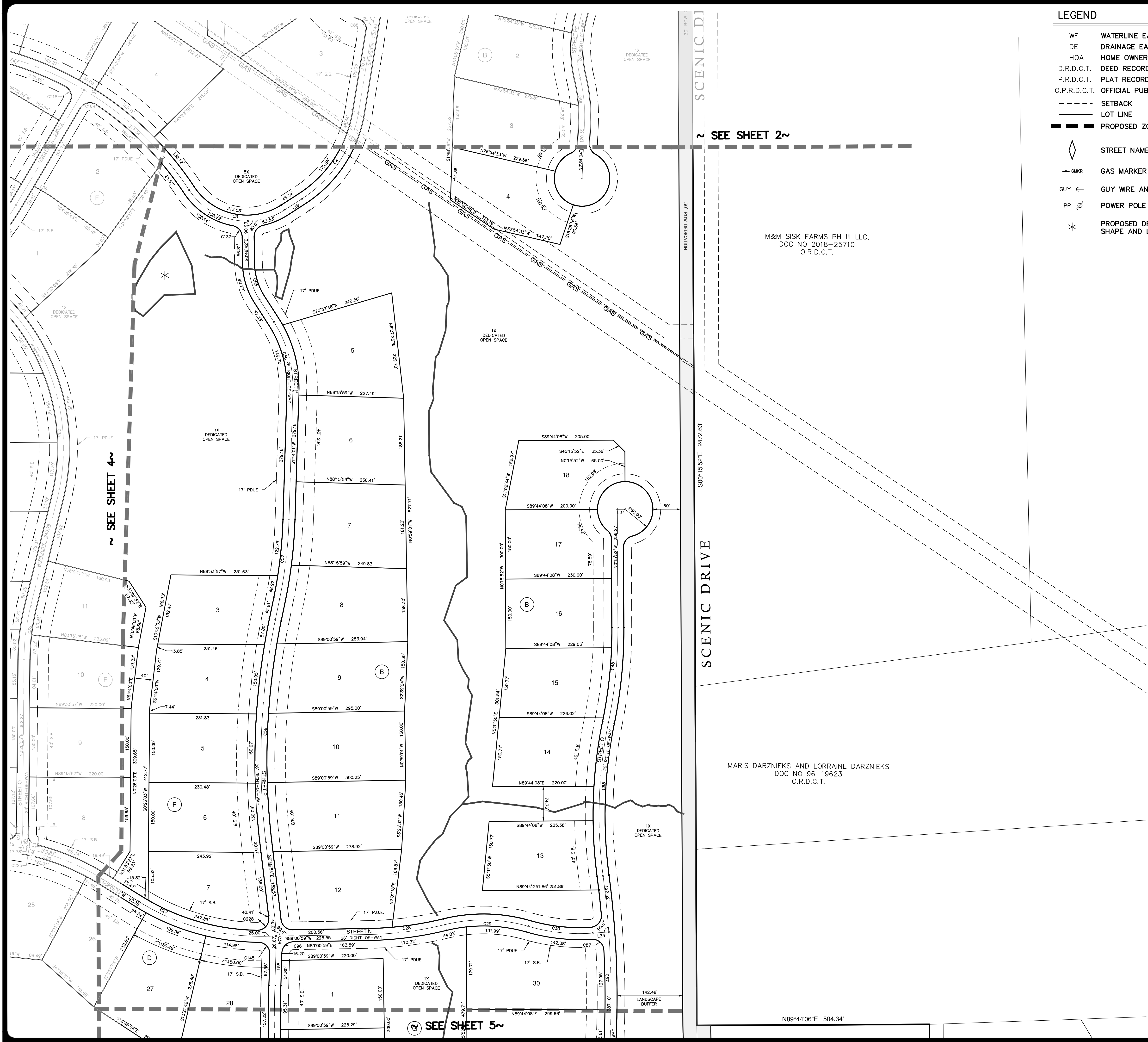
JAHN RANCH, LLC
DOC. NO. 2017-79179
O.R.D.C.T.

~ SEE SHEET 4 ~

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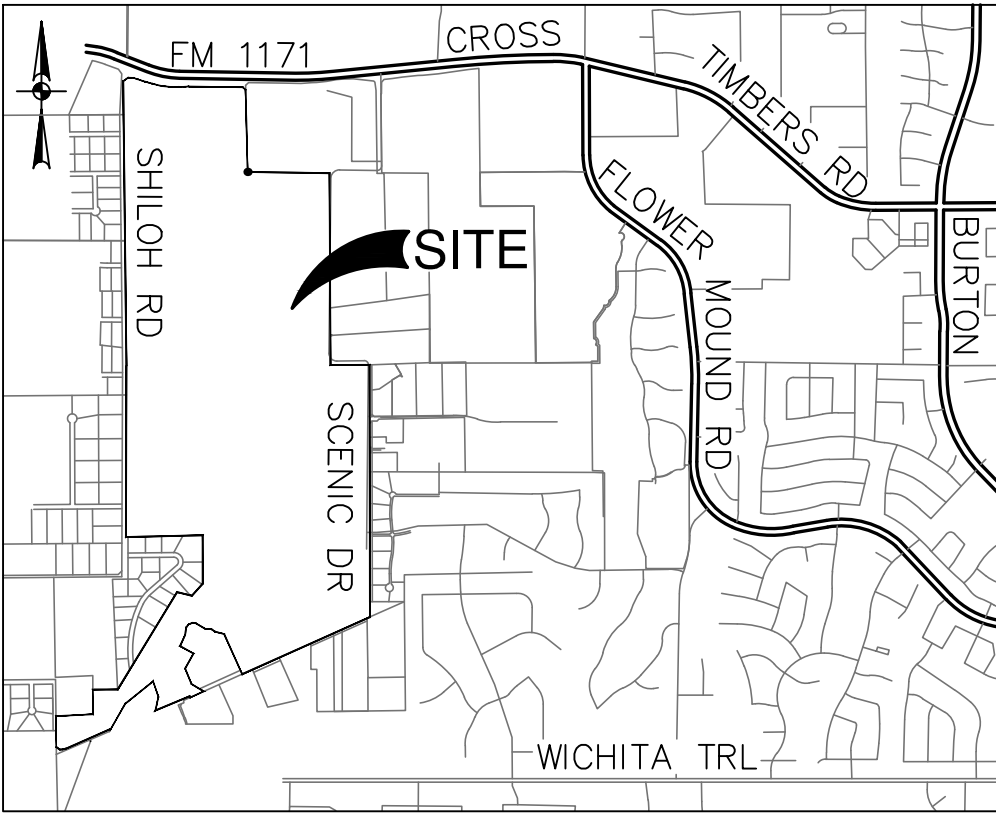
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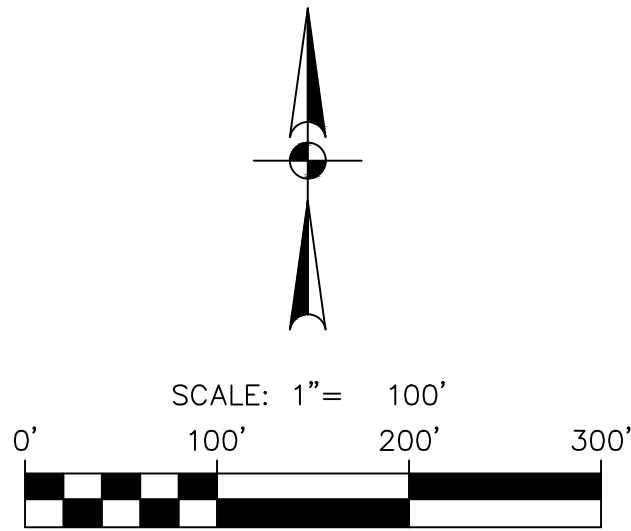


- LEGEND**
- WE WATERLINE EASEMENT
 - DE DRAINAGE EASEMENT
 - HOA HOME OWNER'S ASSOCIATION
 - D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
 - P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
 - SETBACK
 - LOT LINE
 - PROPOSED ZONING PLANNED DEVELOPMENT AREA

- ◇ STREET NAME CHANGE
- GMR GAS MARKER
- GUY — GUY WIRE ANCHOR
- PP ∅ POWER POLE
- * PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED



LOCATION MAP



SMITH FOUNDATION TRACT:

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

CTCDD Conservation Development PD Conditions

SMITH FOUNDATION TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

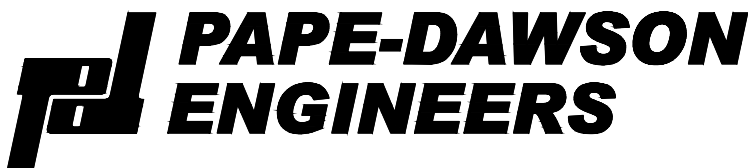
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CONCEPT PLAN OF SMITH TRACT
FLOWER MOUND, TEXAS

446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1597 &
M.E.P. & P. RR COMPANY SURVEY, ABSTRACT NO. 935
IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS

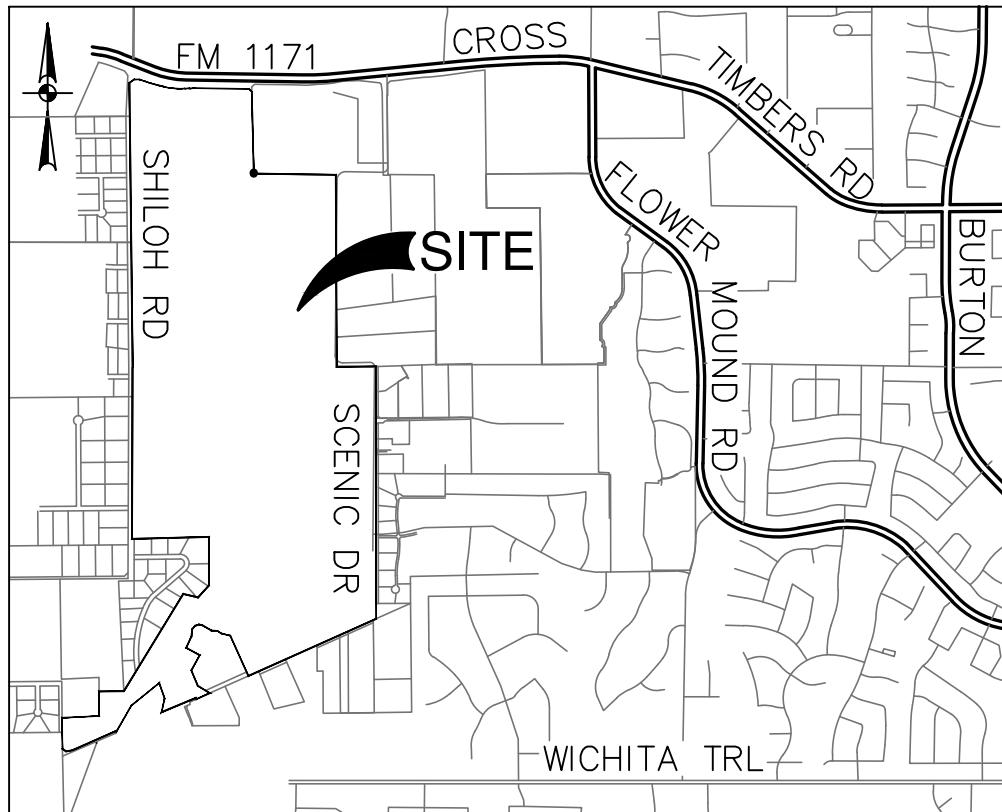


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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

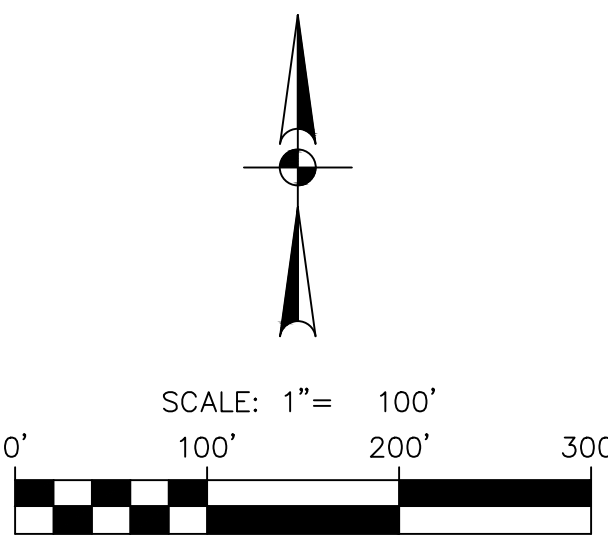
May 9, 2024 SHEET 3

LEGEND

- WE WATERLINE EASEMENT
DE DRAINAGE EASEMENT
HOA HOME OWNER'S ASSOCIATION
D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
--- SETBACK
--- LOT LINE
--- PROPOSED ZONING PLANNED DEVELOPMENT AREA
- ◇ STREET NAME CHANGE
--- GUY WIRE ANCHOR
PP POWER POLE
* PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED



LOCATION MAP



SMITH FOUNDATION TRACT:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

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CONCEPT PLAN OF
SMITH TRACT
FLOWER MOUND, TEXAS

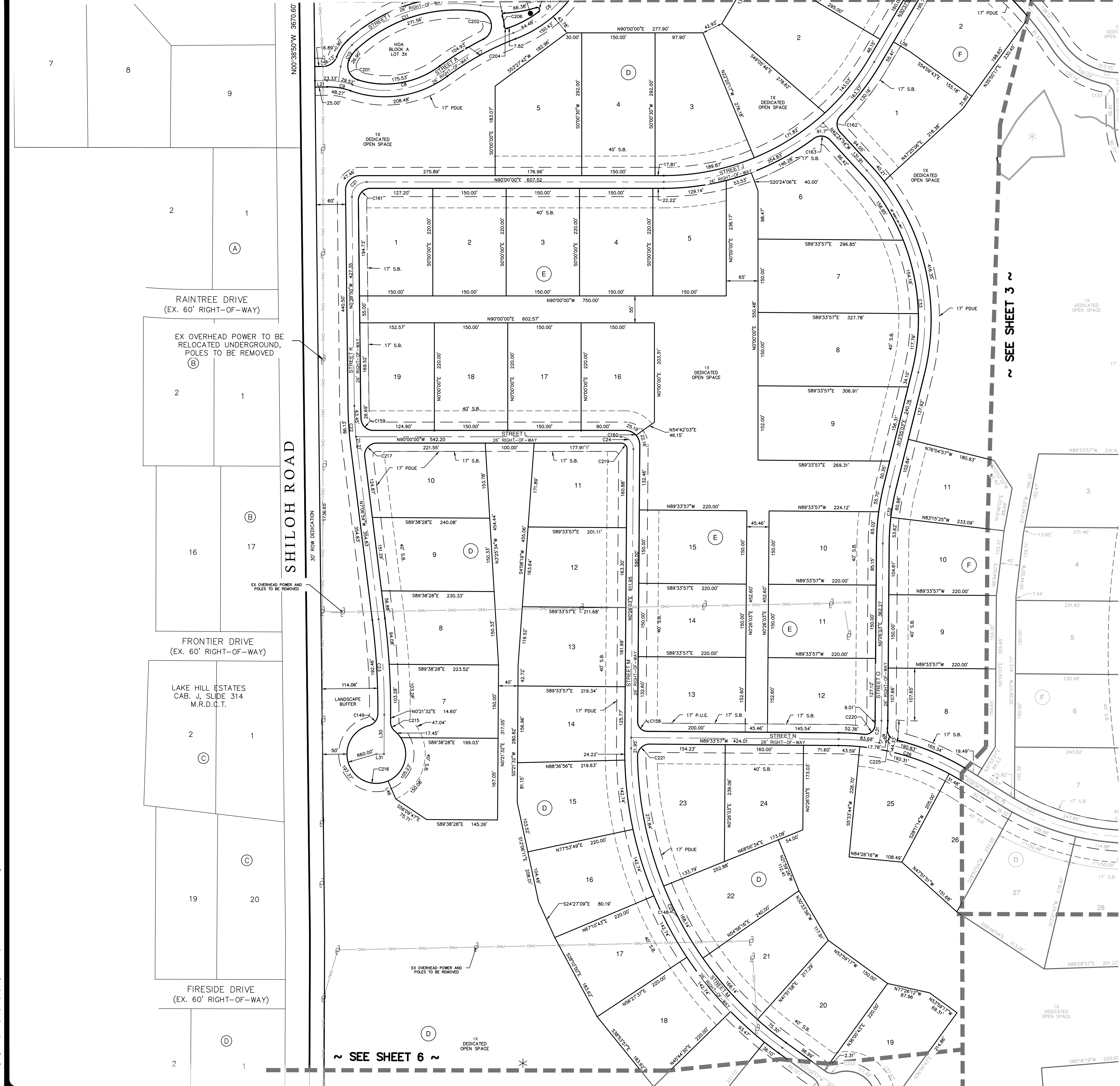
446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1597 &
M.E.P. & P. RE COMPANY SURVEY, ABSTRACT NO. 935
IN THE
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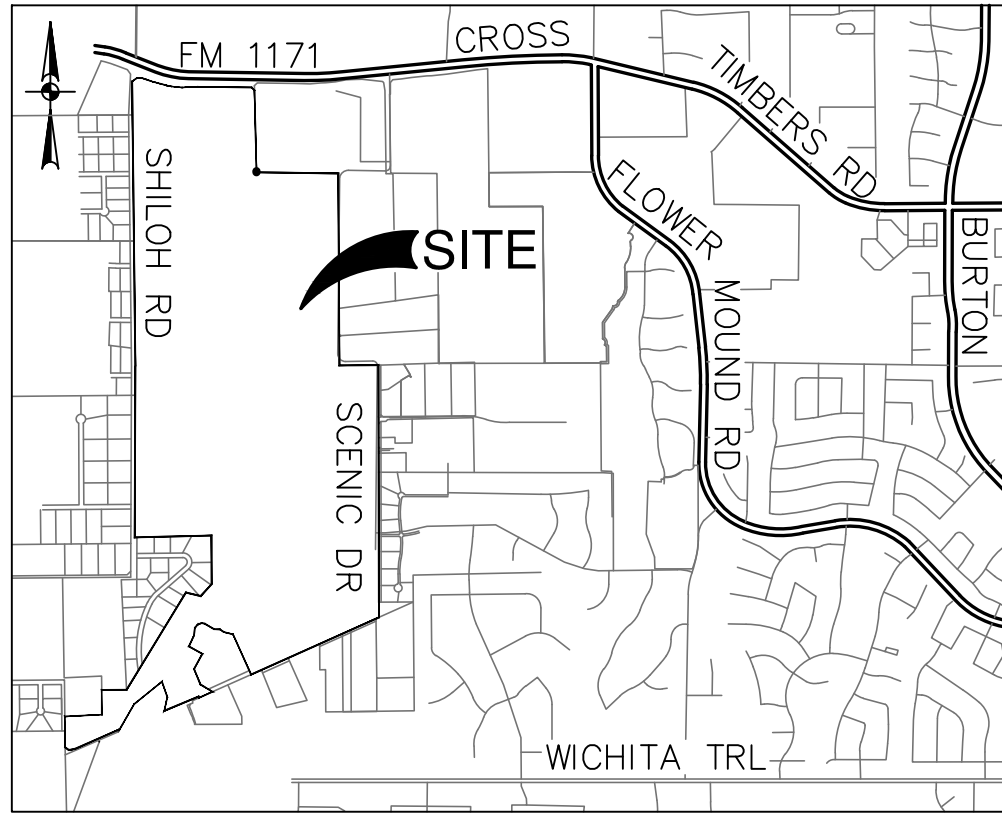
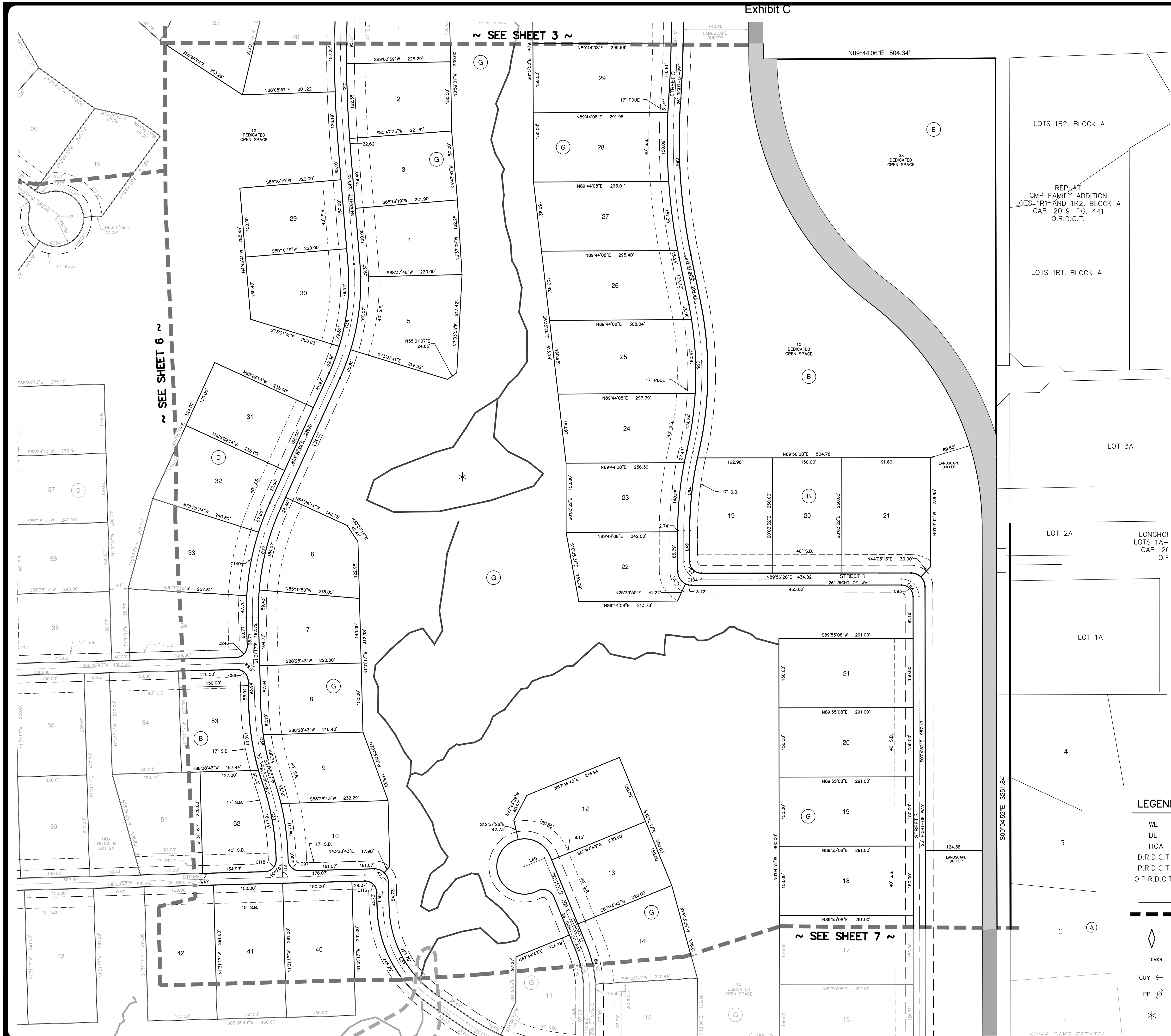
**PAPE-DAWSON
ENGINEERS**

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

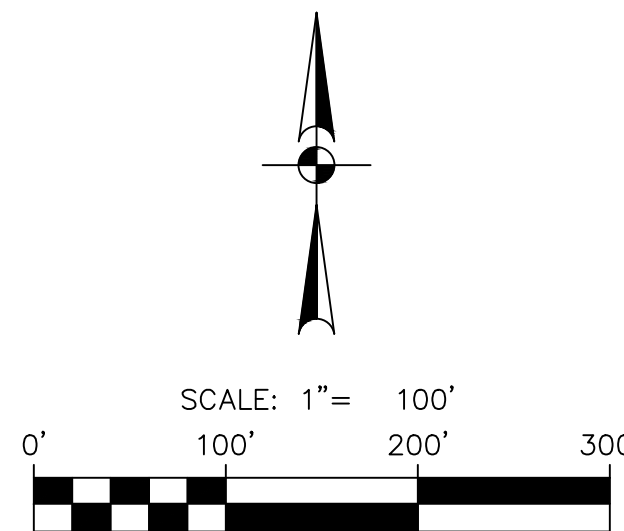
May 9, 2024

SHEET 4





LOCATION MAP



SMITH FOUNDATION TRACT:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

CTCDD Conservation Development
PD Conditions

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LEGEND

- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- SETBACK
- LOT LINE
- PROPOSED ZONING PLANNED DEVELOPMENT AREA

◇ STREET NAME CHANGE

--- GUY WIRE ANCHOR

--- GUY WIRE ANCHOR

PP POWER POLE

* PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED

CONCEPT PLAN OF
SMITH TRACT
FLOWER MOUND, TEXAS

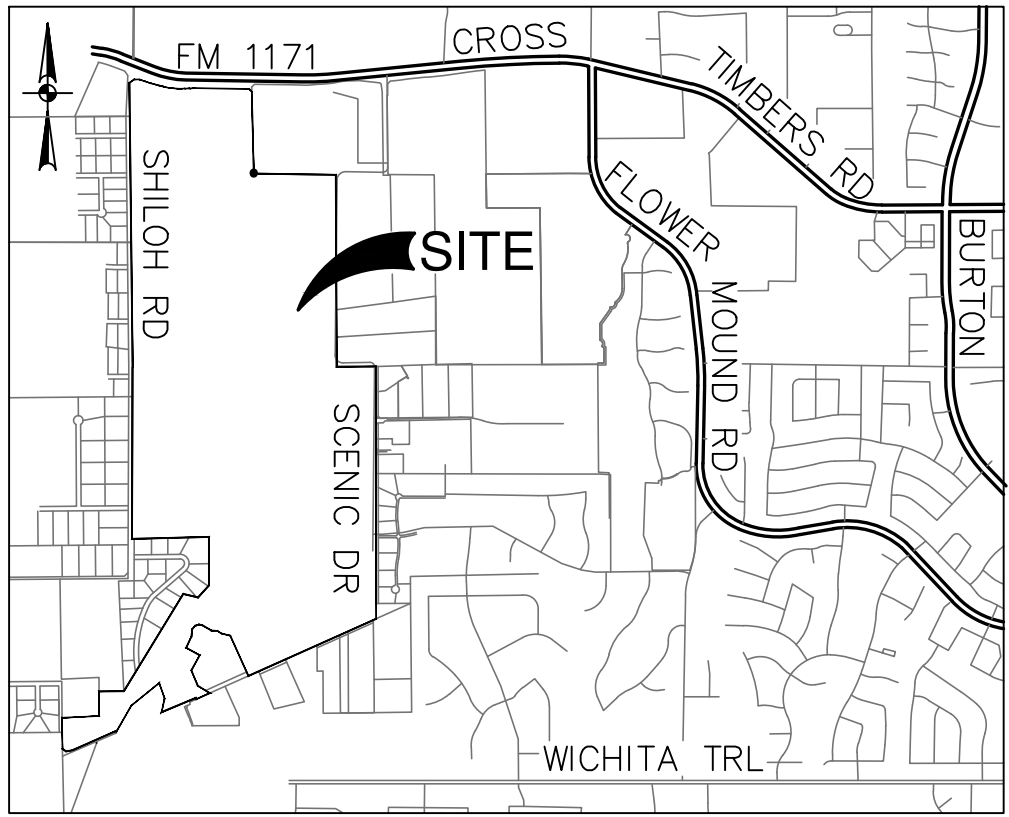
446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1397 &
M.E.P. & P.R. COMPANY SURVEY, ABSTRACT NO. 935
IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS



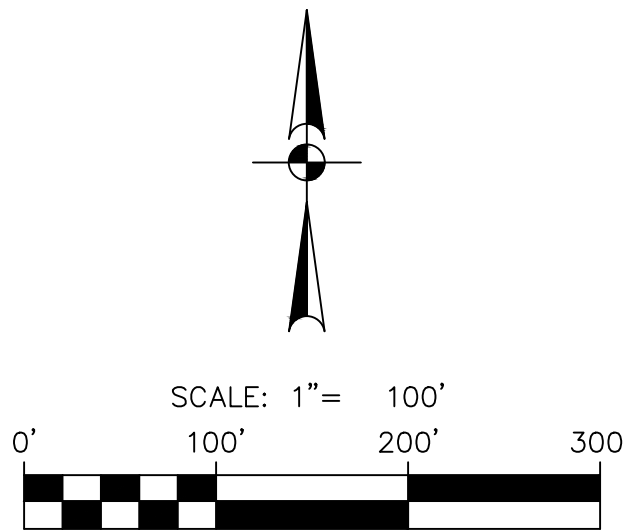
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

May 9, 2024

SHEET 5



LOCATION MAP



SMITH FOUNDATION TRACT:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

CTCDD Conservation Development PD Conditions

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MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 17'

LEGEND

WE	WATERLINE EASEMENT
DE	DRAINAGE EASEMENT
HOA	HOME OWNER'S ASSOCIATION
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
---	SETBACK
---	LOT LINE
---	PROPOSED ZONING PLANNED DEVELOPMENT AREA

◇	STREET NAME CHANGE
○	GAS MARKER
GUY	GUY WIRE ANCHOR
PP	POWER POLE
*	PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED

CONCEPT PLAN OF SMITH TRACT
FLOWER MOUND, TEXAS

446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1597 &
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IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS

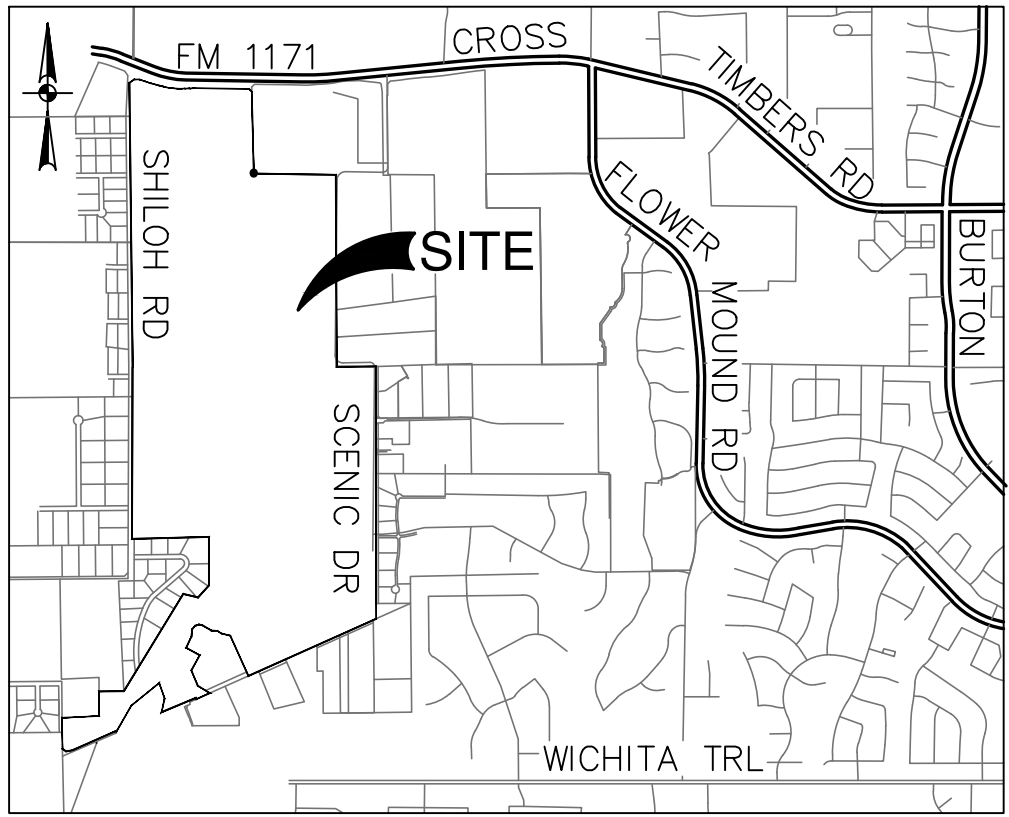


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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

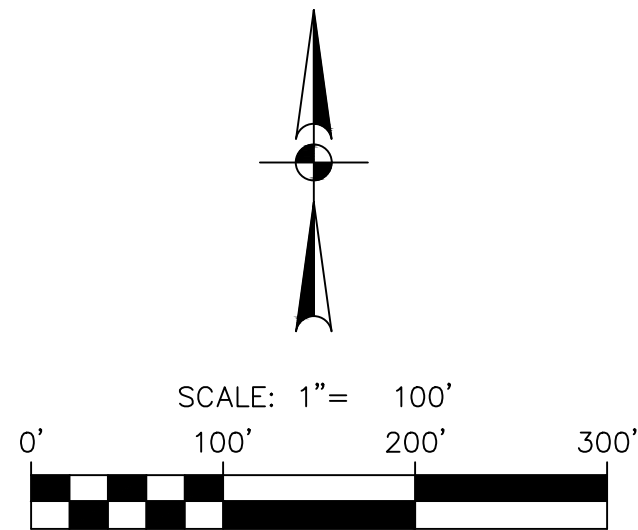
May 9, 2024

SHEET 6





LOCATION MAP



SMITH FOUNDATION TRACT:

MASTER PLAN FEATURES	
LAND USE PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
URBAN DESIGN PLAN	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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WASTEWATER	NO SEWER SERVICE
ECONOMIC IMPACT	

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CONCEPT PLAN OF SMITH TRACT
FLOWER MOUND, TEXAS

446.949 ACRE TRACT
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N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1597 &
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IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS

PAPE-DAWSON ENGINEERS

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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

May 9, 2024

SHEET 7



LEGEND

- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- SETBACK
- LOT LINE
- PROPOSED ZONING PLANNED DEVELOPMENT AREA

- ◇ STREET NAME CHANGE
- GMR GAS MARKER
- GUY --- GUY WIRE ANCHOR
- PP --- POWER POLE
- * PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED

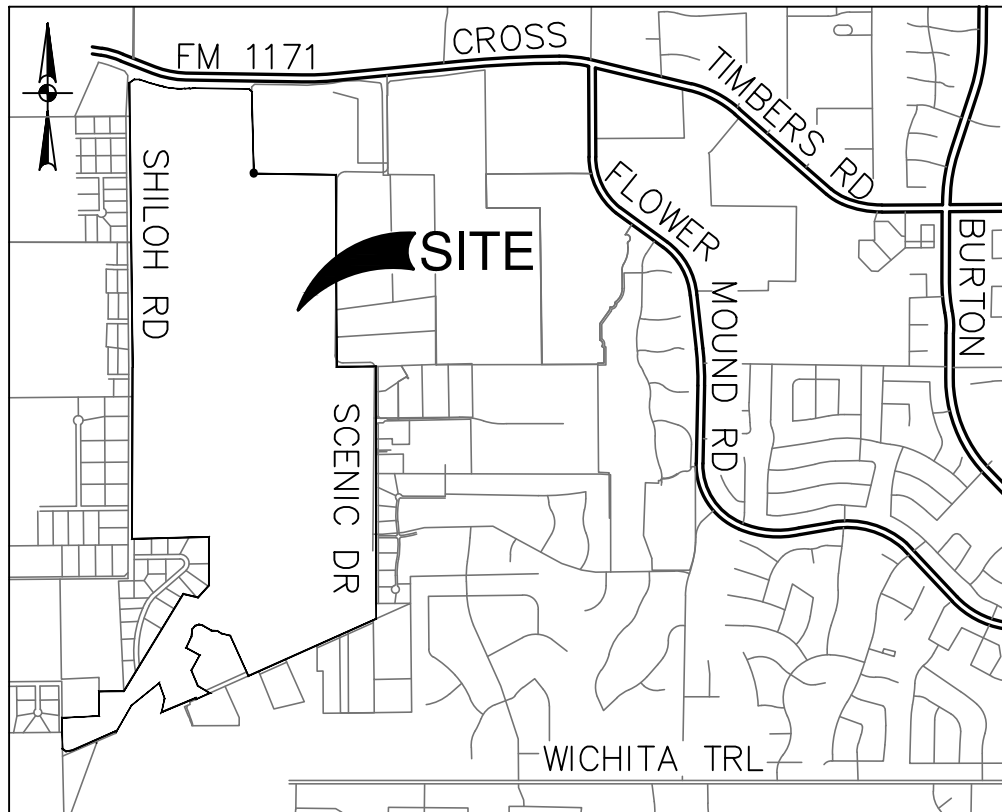
LOTS 1R & 2R, BLOCK A
EGBERT-BUEHLER ADDITION
CAB. UJ SLIDE 415
M.R.D.C.T.

ROBERT & ELIZABETH GAVITT
INST NO. 92363
O.R.D.C.T.

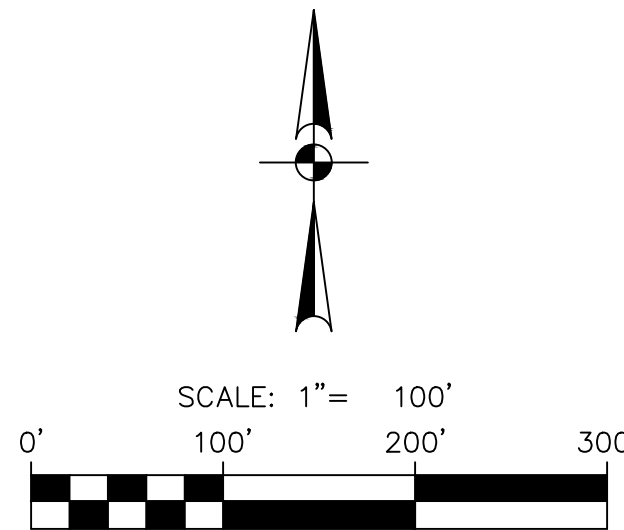
CNIK ADDITION
LOT 1, BLOCK A
DOC. NO. 2018-323
O.R.D.C.T.

EX OVERHEAD POWER
POLES AND POLES TO BE REMOVED

SOA II TRACT II
MAY, LYNN HANCOCK
DOC. 5571 Pgs. 785
D.M.D.C.T.



LOCATION MAP



SMITH FOUNDATION TRACT:

MASTER PLAN FEATURES	
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SPECIFIC PLANS	CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT
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ECONOMIC IMPACT	

CTCDD Conservation Development PD Conditions

SMITH FOUNDATION TRACT IS LOCATED WITHIN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT (CTCDD) AND SHALL ADHERE TO THE TOWN'S MASTER PLAN AS AMENDED IN NOVEMBER 2022 IN THE CROSS TIMBERS CONSERVATION DEVELOPMENT DISTRICT AREA PLAN, SEC. 98-277 PARAGRAPHS b(1-6) IN SECTION 4.0, AREA PLANS, OF THE MASTER PLAN, ORDINANCE NO. 54-22.

MIN. LOT AREA: 3/4 ACRE OR 32,670 SF
MAX. DENSITY: 1 UNIT PER 2.0 ACRES

MIN. CONSERVATION OPEN SPACE: 45% OF GROSS LAND AREA
SHALL BE PRESERVED AS CONSERVED OPEN SPACE
CONSISTING OF OPEN SPACE LOTS & BUFFER AREAS.

MIN. LOT WIDTH: 150'
MIN. FRONT YARD SETBACK: 40'
MIN. REAR YARD SETBACK: 20'
MIN. SIDE YARD SETBACK: 15'
MIN. CORNER LOT SETBACK: 17'

CONCEPT PLAN OF SMITH TRACT
FLOWER MOUND, TEXAS

446.949 ACRE TRACT
OUT OF THE
N.A. THOMPSON SURVEY, ABSTRACT NO. 1307,
L.K. HEATH SURVEY, ABSTRACT NO. 1577 &
M.E.P. & P. RE COMPANY SURVEY, ABSTRACT NO. 935
IN THE
CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS



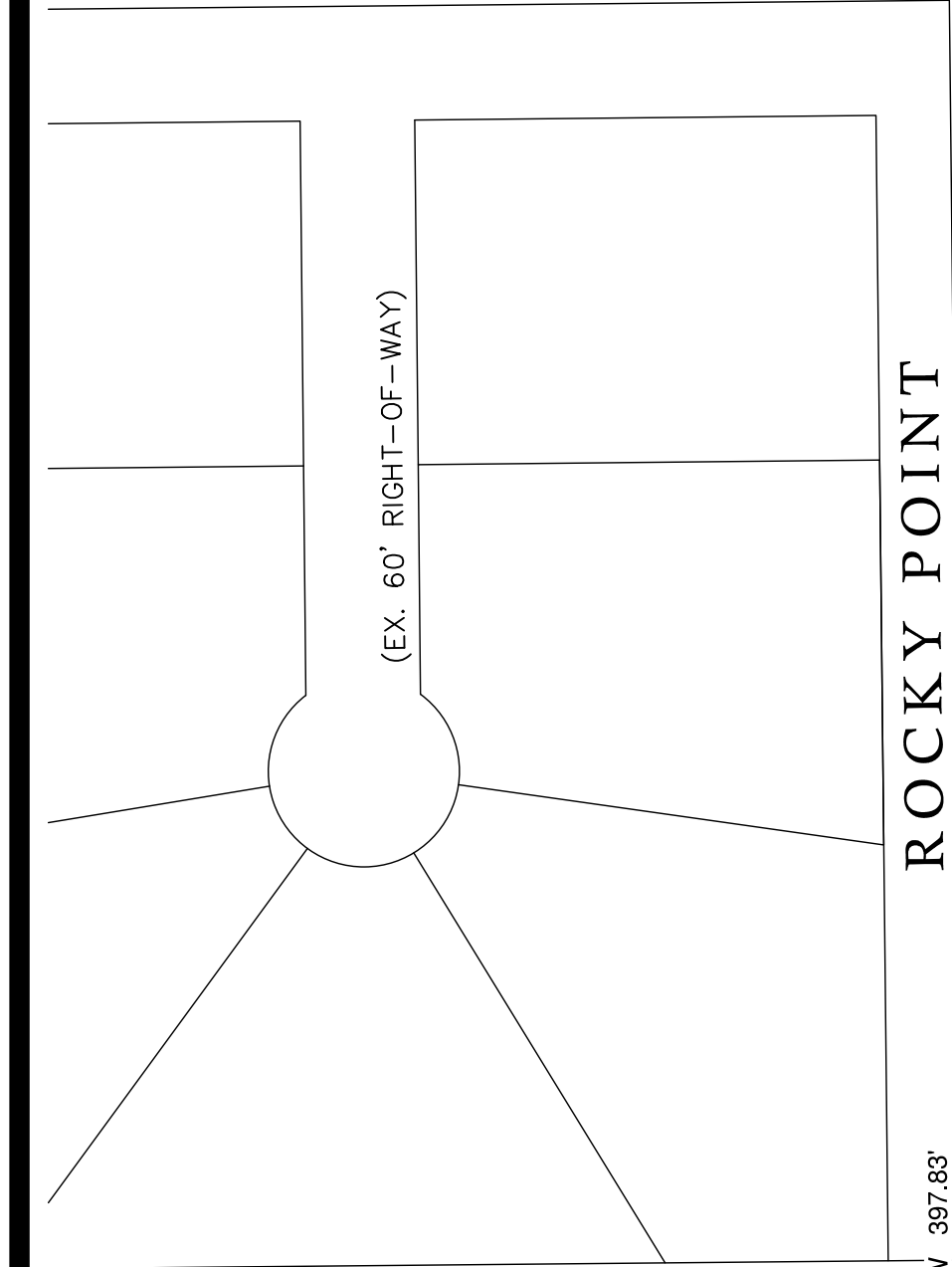
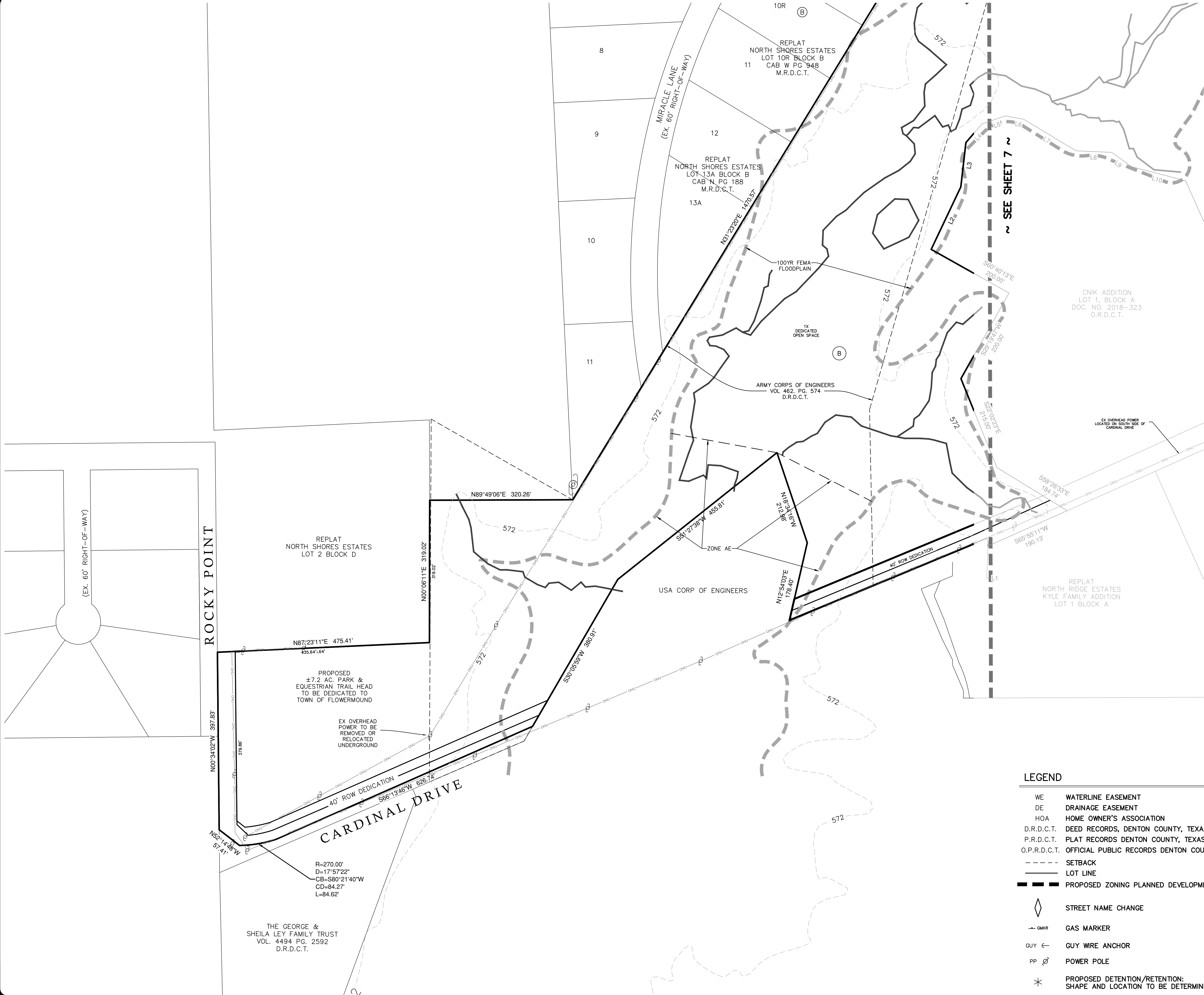
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

May 9, 2024

SHEET 8

LEGEND

- WE WATERLINE EASEMENT
- DE DRAINAGE EASEMENT
- HOA HOME OWNER'S ASSOCIATION
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
- SETBACK
- LOT LINE
- PROPOSED ZONING PLANNED DEVELOPMENT AREA
- ◇ STREET NAME CHANGE
- GMR GAS MARKER
- GUY --- GUY WIRE ANCHOR
- PP --- POWER POLE
- * PROPOSED DETENTION/RETENTION: SHAPE AND LOCATION TO BE DETERMINED



Date: April 25, 2024, 12:15 PM - User: ID: mclw
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THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD-COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE UNLESS OTHERWISE NOTED. Imagery © 2016, CAPOCO, Digital Globe, Texas Orthomography Program, USDA Farm Service Agency.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N24°04'50"W	16.77'
L2	S25°21'47"W	155.00'
L3	S6°29'57"W	100.00'
L4	S4°05'37"W	55.00'
L5	S71°01'57"W	55.00'
L6	N80°07'13"W	42.00'
L7	N58°51'43"W	137.00'
L8	N87°29'23"W	80.00'
L9	N54°19'03"W	55.00'
L10	N75°22'03"W	125.00'
L11	S87°59'06"E	68.67'
L13	S70°50'21"E	59.92'
L14	S74°37'19"E	68.81'
L15	S77°11'42"E	69.02'
L16	N87°07'13"E	67.98'
L17	N89°47'29"E	65.58'
L18	N88°08'41"E	65.75'
L19	S57°16'57"W	45.34'
L20	N85°23'41"W	30.13'
L21	S89°21'10"W	25.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L22	N28°12'11"W	8.82'
L23	N11°41'54"E	4.52'
L24	N88°37'41"E	7.55'
L25	N1°22'19"W	13.02'
L26	N89°21'10"E	3.00'
L27	S30°58'10"W	32.82'
L28	S65°50'56"W	25.00'
L30	N0°21'32"E	80.53'
L31	S89°38'28"E	15.65'
L32	N36°00'43"E	10.00'
L33	N85°56'48"E	34.91'
L34	S89°44'08"W	17.00'
L35	N13°00'08"W	40.00'
L36	N0°10'48"W	12.94'
L46	S23°21'50"E	40.00'
L48	S11°37'02"E	104.43'
L49	S0°03'32"E	67.52'
L50	N1°31'17"W	33.73'
L51	S1°31'17"E	43.00'
L52	S1°31'17"E	25.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L53	S26°04'51"W	30.68'
L54	N55°36'10"W	88.43'
L55	S1°41'01"W	80.55'
L56	S59°22'52"E	40.00'
L57	S25°28'55"E	40.00'
L58	N60°53'09"E	49.43'
L60	N67°44'43"E	47.00'

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
14	A	33000	0.758
15	A	33000	0.758
16	A	33000	0.758
10	A	33119	0.760
26	A	33992	0.780
11	A	34100	0.783
5	A	34782	0.798
22	A	35109	0.806
23	A	36209	0.831
4	A	37473	0.860
13	A	37558	0.862
24	A	39266	0.901
18	A	39792	0.913
19	A	40076	0.920
8	A	40131	0.921
20	A	40361	0.927
17	A	40598	0.932
1	A	41266	0.947
3	A	42454	0.975

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
9	A	43583	1.001
7	A	43716	1.004
6	A	43845	1.007
25	A	44058	1.011
21	A	47130	1.082
2	A	49791	1.143
12	A	70435	1.617

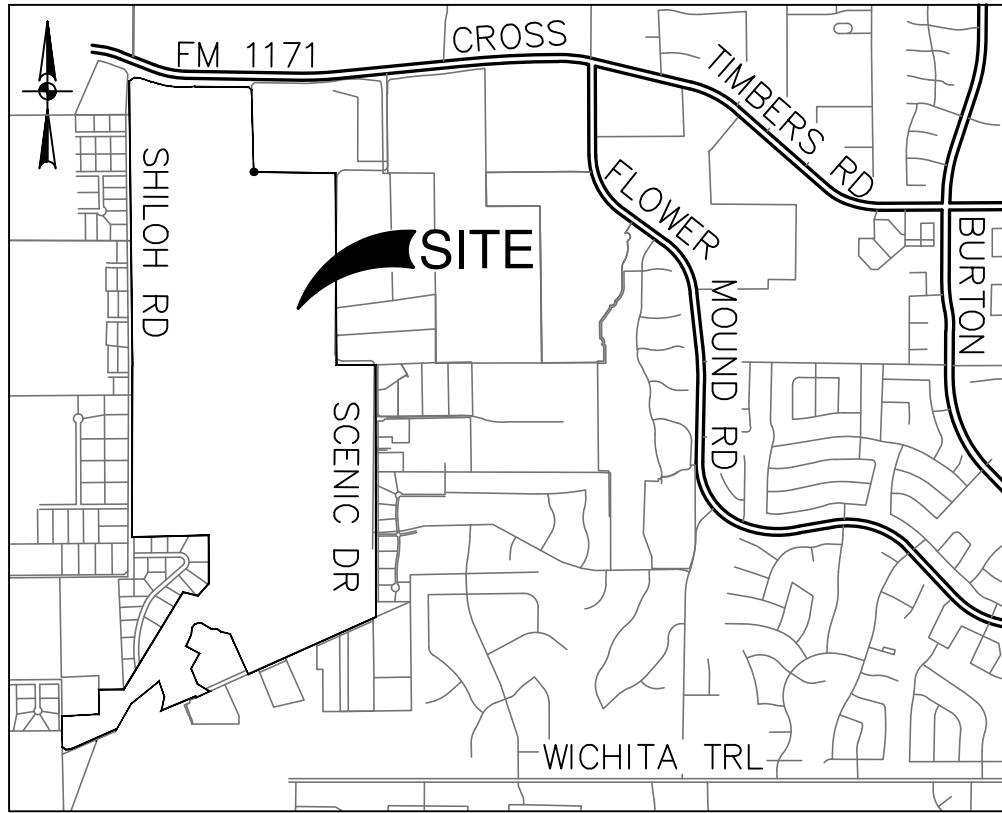
LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
46	B	32769	0.752
45	B	32839	0.754
48	B	32869	0.755
52	B	32904	0.755
30	B	33000	0.758
29	B	33000	0.758
28	B	33000	0.758
31	B	33000	0.758
32	B	33000	0.758
49	B	33000	0.758
56	B	33000	0.758
50	B	33000	0.758
55	B	33000	0.758
54	B	33000	0.758
47	B	33000	0.758
27	B	33000	0.758
14	B	33171	0.762
17	B	33372	0.766
1	B	33432	0.767
18	B	33610	0.772

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
53	B	33669	0.773
15	B	34421	0.790
16	B	34486	0.792
13	B	35577	0.817
51	B	35799	0.822
4	B	35963	0.826
36	B	35990	0.826
2	B	37124	0.852
20	B	37500	0.861
26	B	38901	0.893
3	B	39828	0.914
25	B	41180	0.945
33	B	42236	0.970
24	B	43367	0.996
6	B	43606	1.001
38	B	43612	1.001
9	B	43615	1.001
11	B	43617	1.001
40	B	43650	1.002
42	B	43650	1.002

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
41	B	43650	1.002
43	B	43650	1.002
44	B	43650	1.002
7	B	43727	1.004
12	B	43777	1.005
8	B	43787	1.005
5	B	43859	1.007
39	B	43864	1.007
17	B	43925	1.008
19	B	43977	1.010
23	B	44045	1.011
22	B	44161	1.014
10	B	44833	1.029
35	B	45574	1.046
21	B	47958	1.101
34	B	59469	1.365

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
5	C	32866	0.754
8	C	32866	0.754
7	C	33000	0.758
6	C	33000	0.758
4	C	43666	1.002
1	C	43666	1.002
3	C	43900	1.006
2	C	43900	1.006

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
9	F	33000	0.758
10	F	33113	0.760
11	F	33457	0.768
5	F	34487	0.792
4	F	34683	0.796
3	F	34741	0.798
6	F	35401	0.813
7	F	37869	0.869
8	F	38801	0.910
1	F	39639	0.910
2	F	43736	1.004



LOCATION MAP

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	275.00'	80°29'47"	S49°34'18"W	356.35'	386.35'
C2	275.00'	47°57'32"	N33°18'11"E	223.53'	230.19'
C3	150.00'	89°18'39"	S78°03'44"E	210.85'	233.82'
C4	700.00'	51°59'17"	N59°24'03"W	613.59'	635.15'
C5	500.00'	58°19'09"	S65°26'45"W	487.24'	508.93'
C6	250.00'	32°46'18"	N52°40'19"E	141.05'	142.99'
C7	600.00'	15°35'56"	S61°15'30"W	162.85'	163.35'
C8	200.00'	56°04'46"	N81°29'55"E	188.03'	195.75'
C9	150.00'	20°11'08"	N80°33'16"W	52.57'	52.85'
C10	75.00'	38°43'19"	S27°37'28"W	49.73'	50.69'
C11	315.00'	51°50'13"	S72°54'14"W	275.37'	284.99'
C12	245.00'	55°45'49"	N70°56'28"E	229.15'	238.45'
C13	250.00'	62°28'39"	N59°25'31"W	259.18'	272.46'
C14	38.00'	90°00'00"	S45°38'50"E	53.74'	59.69'
C15	450.00'	28°51'36"	S26°07'42"W	224.28'	226.66'
C16	475.00'	41°55'49"	N19°35'35"E	339.91'	347.61'
C17	38.00'	90°00'00"	N43°37'41"E	53.74'	59.69'
C18	38.00'	90°00'00"	N46°22'19"W	53.74'	59.69'
C19	1750.00'	7°38'32"	S87°33'03"E	233.25'	233.42'
C20	1750.00'	7°38'32"	N87°33'03"W	233.25'	233.42'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C21	30.00'	90°38'50"	S44°40'35"W	42.67'	47.46'
C22	750.00'	6°28'04"	S35°52'52"E	84.62'	84.66'
C23	1500.00'	7°28'26"	N32°22'41"W	195.52'	195.66'
C24	25.00'	90°26'03"	N44°46'58"W	35.49'	39.46'
C25	750.00'	54°25'20"	S26°46'37"E	685.91'	712.38'
C26	750.00'	12°47'22"	N73°50'15"W	271.08'	274.51'
C27	500.00'	32°52'28"	S74°32'47"E	282.96'	286.88'
C28	750.00'	12°47'22"	N82°37'18"E	167.07'	167.41'
C29	350.00'	29°55'20"	N88°48'38"W	180.73'	182.80'
C30	400.00'	20°12'19"	S83°9'02"E	140.33'	141.06'
C31	250.00'	10°28'41"	N5°40'23"E	45.65'	45.72'
C32	500.00'	13°29'00"	S71°03'33"W	117.39'	117.66'
C33	450.00'	56°29'58"	N14°19'56"W	425.98'	443.74'
C34	487.00'	8°32'55"	N2°32'27"W	72.59'	72.66'
C35	2500.00'	6°27'42"	S1°29'50"E	281.79'	281.94'
C36	356.487.00'	29°14'26"	N9°53'32"E	245.85'	248.54'
C37	550.00'	26°02'02"	S11°29'45"W	247.76'	249.91'
C38	550.00'	17°24'21"	S10°13'27"E	166.44'	167.09'
C39	550.00'	17°24'21"	N10°13'27"W	166.44'	167.09'
C40	275.00'	90°00'00"	S46°31'17"E	388.91'	431.97'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C41	38.00'	90°00'00"	S43°28'43"W	53.74'	59.69'
C42	38.00'	90°00'00"	N46°31'17"W	53.74'	59.69'
C43	500.00'	34°47'44"	S15°52'35"W	299.00'	303.65'
C44	250.00'	34°47'44"	S15°52'35"W	149.50'	151.82'
C45	38.00'	90°00'02"	N43°28'45"E	53.74'	59.69'
C48	1000.00'	11°51'29"	N5°39'52"E	206.59'	206.96'
C50	250.00'	22°27'23"	N11°01'36"W	97.36'	97.98'
C51	250.00'	24°16'55"	S11°56'22"E	105.16'	105.95'
C52	150.00'	32°43'27"	N16°33'49"E	84.51'	85.67'
C53	154.25'	84°04'58"	S14°06'56"E	225.77'	253.29'
C54	150.00'	37°04'36"	N42°37'07"W	95.38'	97.07'
C55	150.00'	31°54'21"	S16°45'53"E	82.45'	83.53'
C56	262.00'	34°27'04"	N15°29'31"W	155.17'	157.54'
C57	1000.00'	9°57'56"	N6°42'59"E	173.71'	173.93'
C58	1500.00'	18°30'51"	S2°26'31"W	482.60'	484.70'
C59	250.00'	54°04'53"	S28°33'43"E	227.31'	235.97'
C60	450.00'	34°11'45"	S72°42'02"E	284.60'	288.57'
C61	38.00'	90°16'58"	N45°03'37"E	53.87'	59.88'
C62	38.00'	89°58'40"	N45°04'12"W	53.73'	59.68'
C63	38.00'	90°00'00"	S45°03'32"E	53.74'	59.69'

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
10	G	32772	0.752
8	G	32926	0.756
13	G	33000	0.758
7	G	33424	0.767
1	G	33476	0.768
3	G	33509	0.769
11	G	33516	0.769
9	G	33914	0.779
15	G	34205	0.785
4	G	34347	0.789
22	G	34676	0.796
6	G	34854	0.800
2	G	35055	0.805
12	G	36502	0.838
14	G	36771	0.844
23	G	37002	0.849
24	G	41861	0.961
5	G	43570	1.000
18	G	43650	1.002
19	G	43650	1.002

LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
21	G	43650	1.002
20	G	43650	1.002
17	G	43650	1.002
16	G	43651	1.002
28	G	43723	1.004
27	G	43903	1.008
23	G	44474	1.021
25	G	45301	1.040
25	G	48900	1.123
30	G	49255	1.131
LOT AREA TABLE			
LOT	BLOCK	AREA (SF)	AREA (AC)
6	H	33000	0.758
7	H	33000	0.758
2	H	33000	0.758
3	H	33000	0.758
4	H	33000	0.758
6	H	35066	0.805
5	H	35066	0.805
1	H	37517	0.861
9	H	56015	1.286

Smith Tract

Town of Flower Mound

Denton County

C o n c e p t u a l L a n d s c a p e P l a n s

PROJECT TEAM

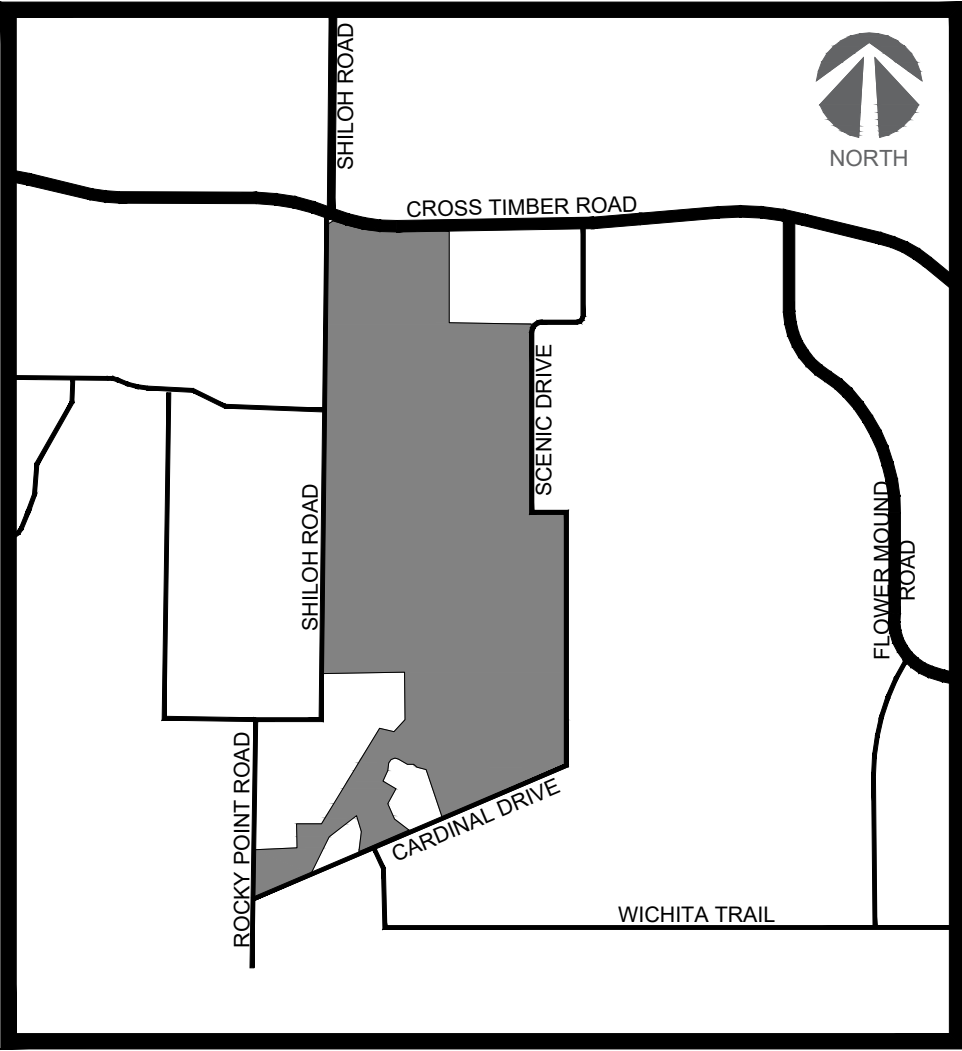
OWNER

TOLL BROTHERS INC.
Contact:
Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, Tx 76051
(214) 460-4647

LANDSCAPE ARCHITECT

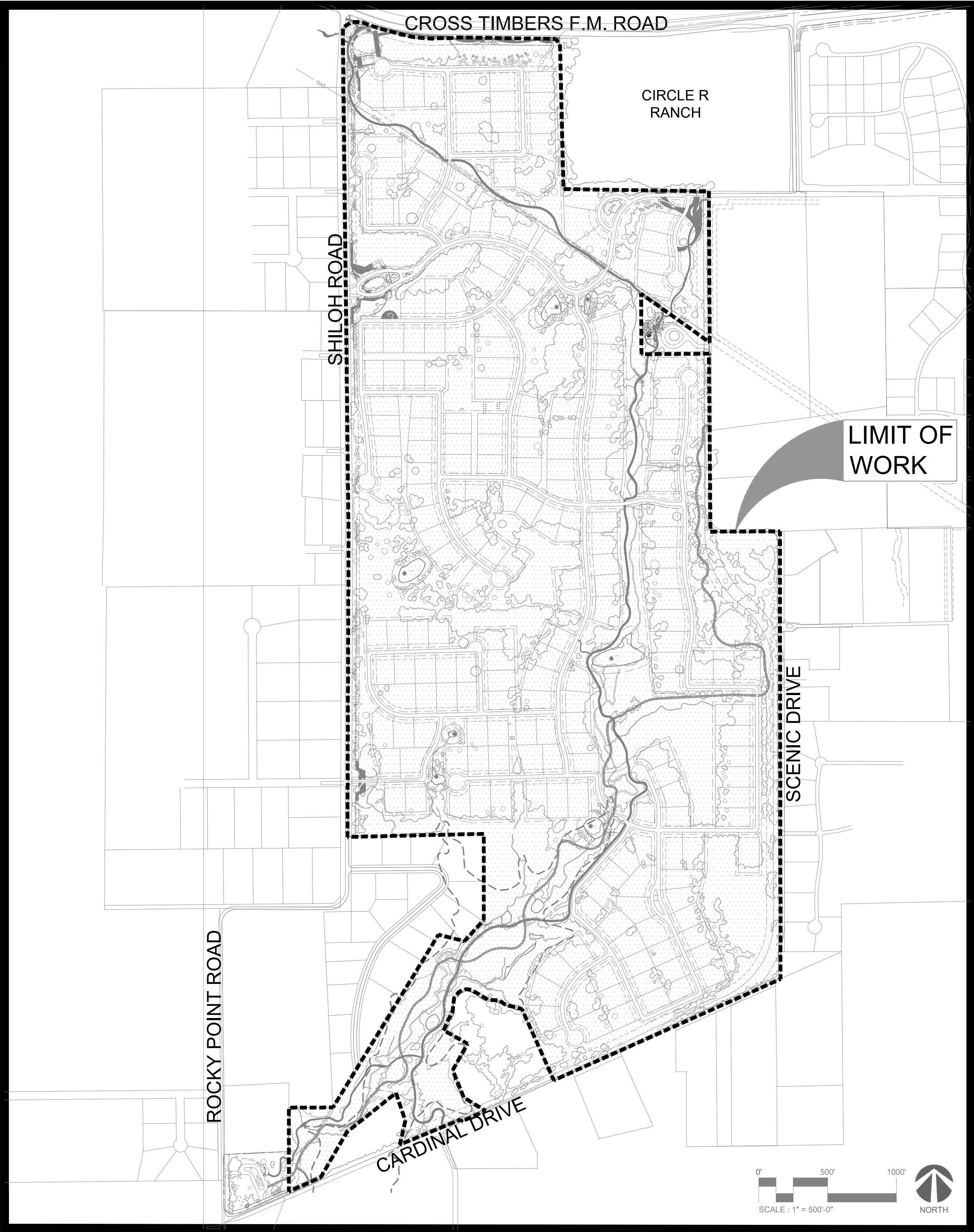


Green Door Studio
Contact:
Paul Cozzolino
PO Box 38415
Dallas, TX 75238
O: 972.855.8705



VICINITY MAP

N.T.S.



NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
03/04/2024

Sheet List Table	
Sheet Number	Sheet Title
--	Cover
G-1.01	General Construction Notes
G-1.02	Overall Key Plan
LC-1.01	Concept Plan
LC-1.02	Concept Plan
LC-1.03	Concept Plan
LC-1.04	Concept Plan
LC-1.05	Concept Plan
LC-1.06	Concept Plan
LC-1.07	Concept Plan
LC-1.08	Concept Plan
LC-1.09	Concept Plan
LC-1.10	Concept Plan
LC-1.11	Concept Plan
LC-1.12	Concept Plan
LC-1.13	Concept Plan
LC-1.14	Concept Plan
LC-1.15	Concept Plan
LC-1.16	Concept Plan
LC-1.17	Concept Plan
LC-1.18	Concept Plan
LC-1.19	Concept Plan
LC-1.20	Concept Plan
LC-1.21	Concept Plan
LC-1.22	Concept Plan
LC-2.01	Enlargement
LC-2.02	Enlargement
LC-2.03	Enlargement
LC-2.04	Enlargement
LC-2.05	Enlargement
LC-2.06	Enlargement
LC-2.07	Enlargement
LH-3.01	Hardscape Details
LH-3.02	Hardscape Details
L-5.01	Planting Details Schedule and Notes
L-5.02	Planting Details Schedule and Notes

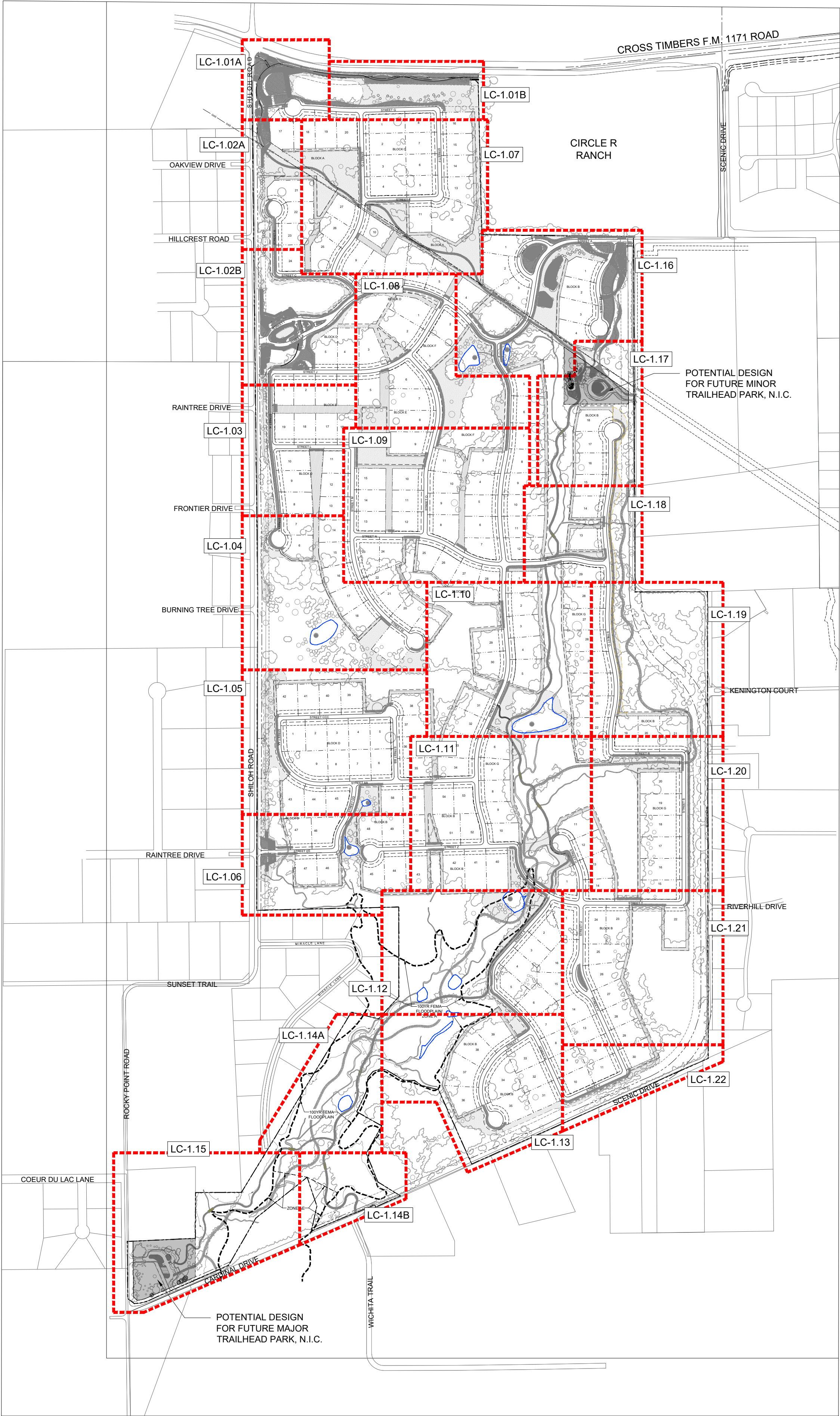
ISSUED

03/04/2024

REVISIONS

△	
△	
△	

PROJECT NO. : 230005
DRW: P.C., F.Y.
RVW: P.C.



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

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APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
03/04/2024

client
TOLL BROTHERS INC.
Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, Tx 76051

SMITH TRACT
Conceptual Landscape Plans
Town Of Flower Mound
Denton County

issue

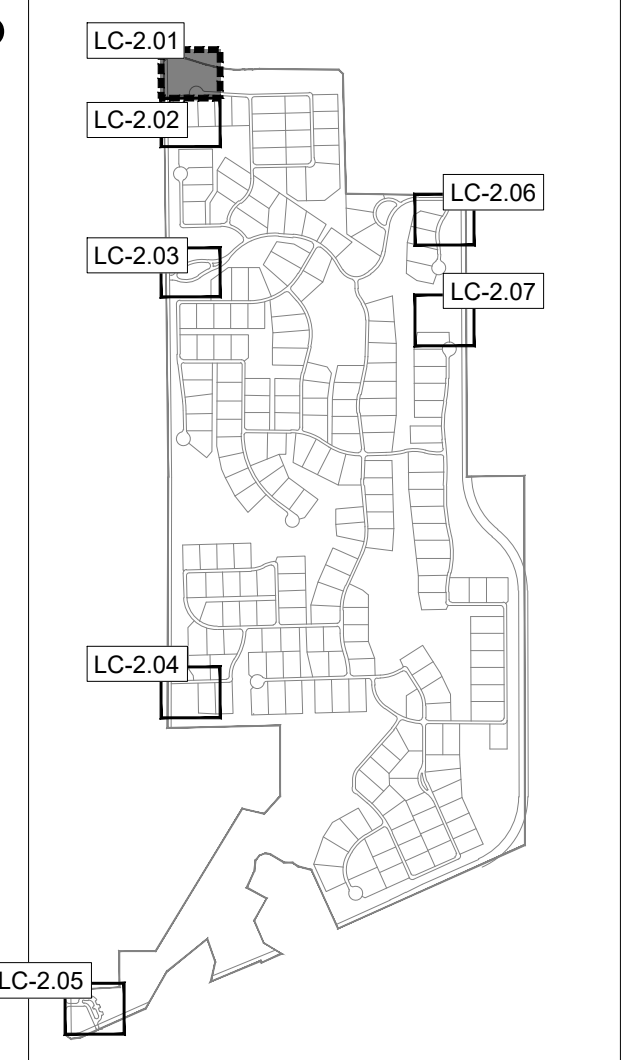
revisions
△ _____

title
Overall Key Plan

project number 230005
date 03/04/2024
sheet

G-1.02

KEYMAP



landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

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APPROVAL,
PERMITTING, OR
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Paul Cozzolino
03/04/2024

client
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Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, Tx 76051

SMITH TRACT
Conceptual Landscape Plans
Town Of Flower Mound
Denton County

issue

revisions
△ _____

title
LC Enlargement

project number 230005
date 11/13/2023
sheet

LC-2.01

SHILOH ROAD

CROSS TIMBERS F.M. 1171

STREET G 665

MATCH TO LC-2.02

BARRIER FREE RAMP,
REF. CIVIL
6' MULTI-USE TRAIL,
REF. 01/ LH-3.01
12' MULTI-USE
TRAIL, REF.01/
LH-3.01

12' MULTI-USE
TRAIL, REF.01/
LH-3.01
FENCE, REF.
02/ LH-3.02

STONE MONUMENT
FEATURE, REF. 01/ LH-3.02
12' MULTI-USE TRAIL,
REF.01/ LH-3.01

FENCE, REF. 02/
LH-3.02
STONE MONUMENT
FEATURE, REF. 01/ LH-3.02

6' CONC. TRAIL
REF. XX/ L-X.XX

ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

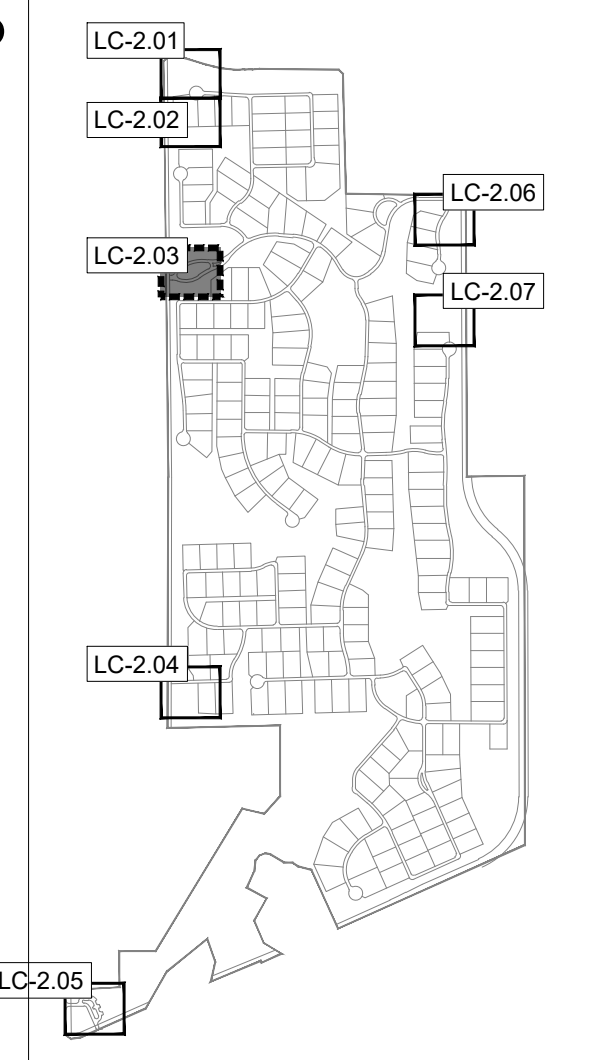
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- XX MT MITIGATION TREE
- XXXXX EXISTING SPECIMEN TREE





Exhibit D

KEYMAP



landscape architecture

PO Box 38415
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03/04/2024

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Mike Boswell
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SMITH TRACT

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Denton County

ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX LB LANDSCAPE BUFFER TREE
- XX MT MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE

issue

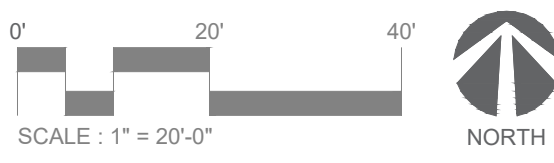
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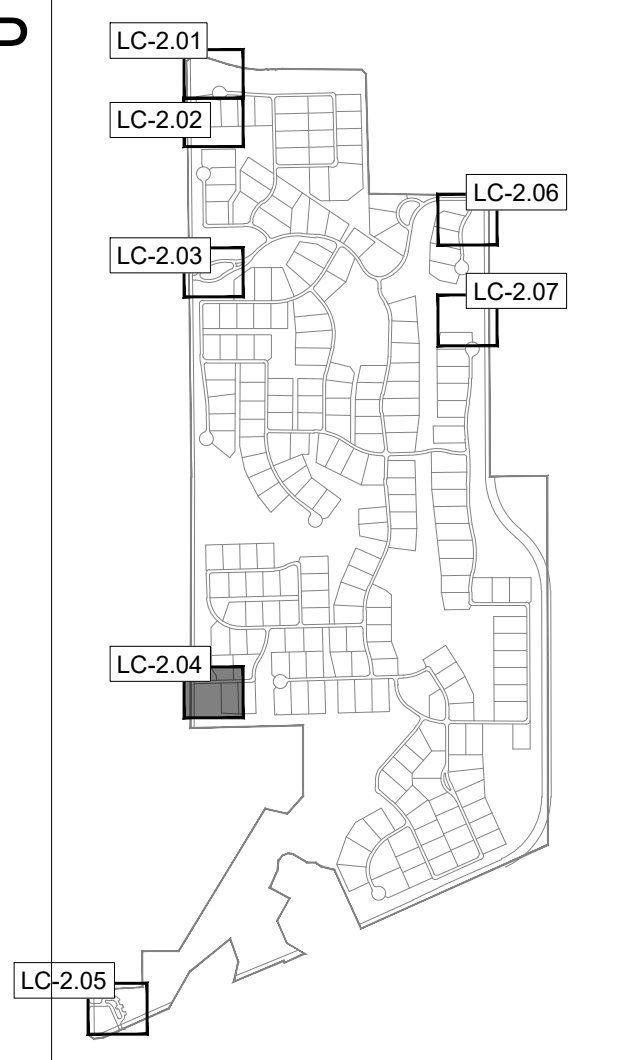
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LC-2.03



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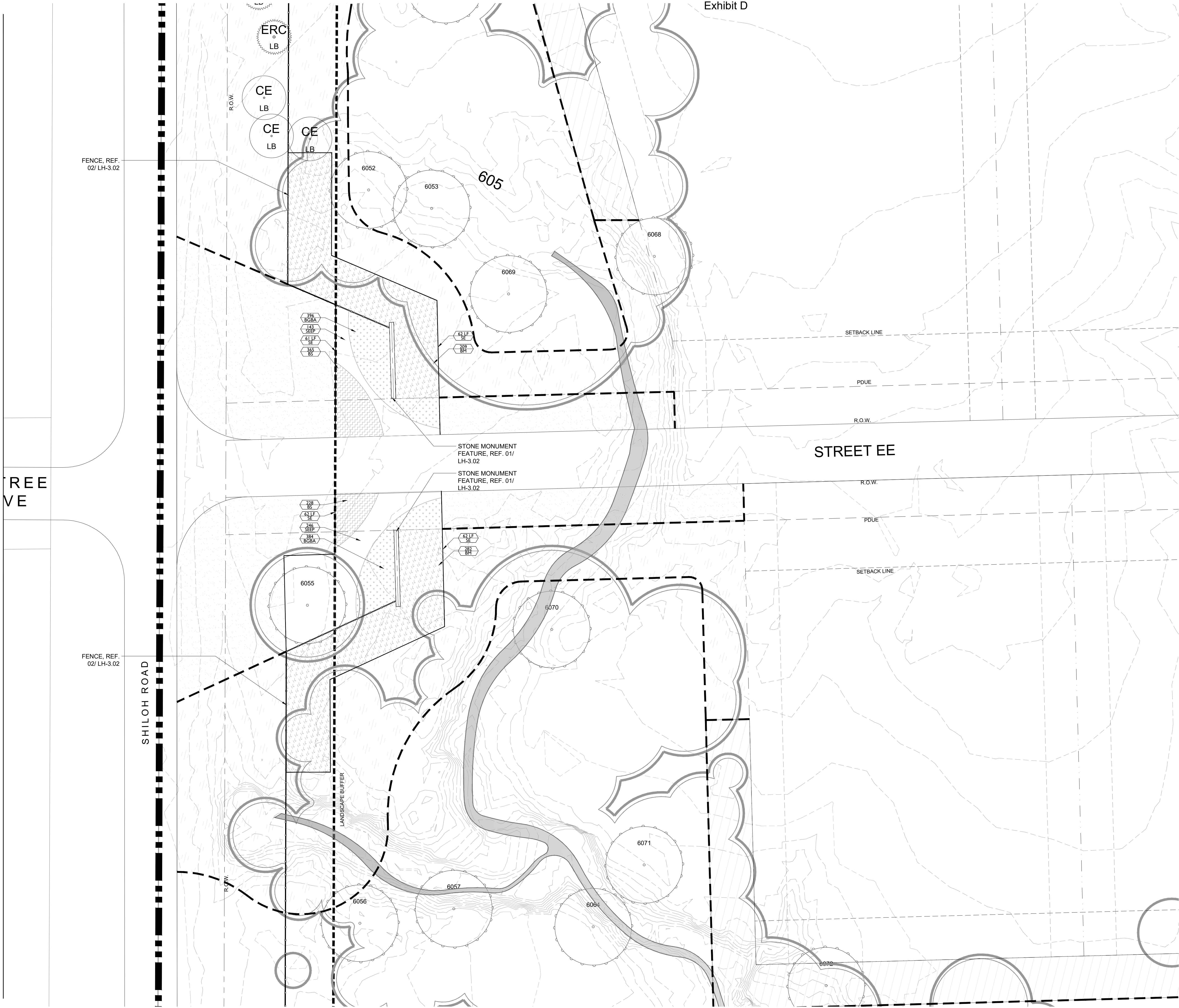
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date 11/13/2023
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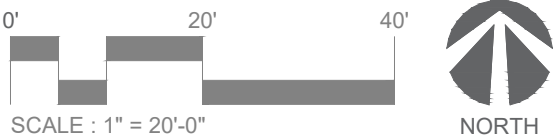
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ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX LB LANDSCAPE BUFFER TREE
- XX MT MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE



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project number 230005

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LC-2.05

LEGEND

-
- XX
LB
- LANDSCAPE BUFFER TREE
- XX
MT
- MITIGATION TREE
- XXXX
•
- EXISTING SPECIMEN TREE

0' 20' 40'

SCALE : 1" = 20'-0"

NORTH

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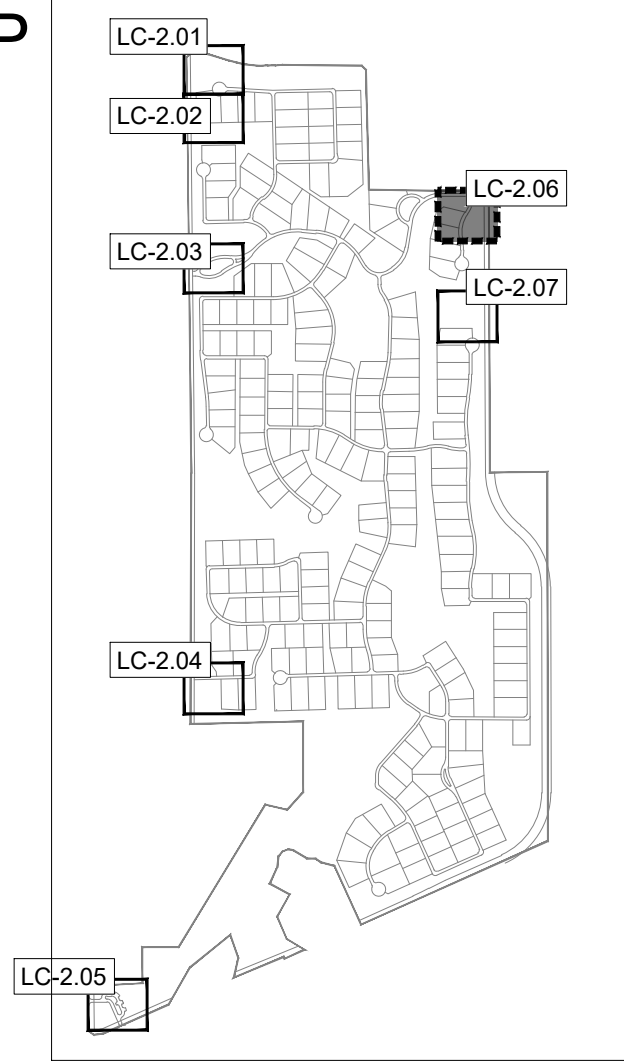
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date 11/13/2023

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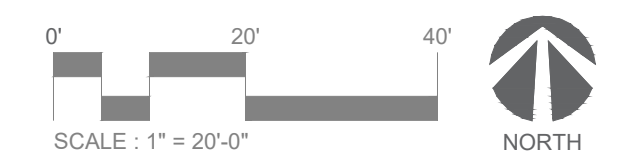


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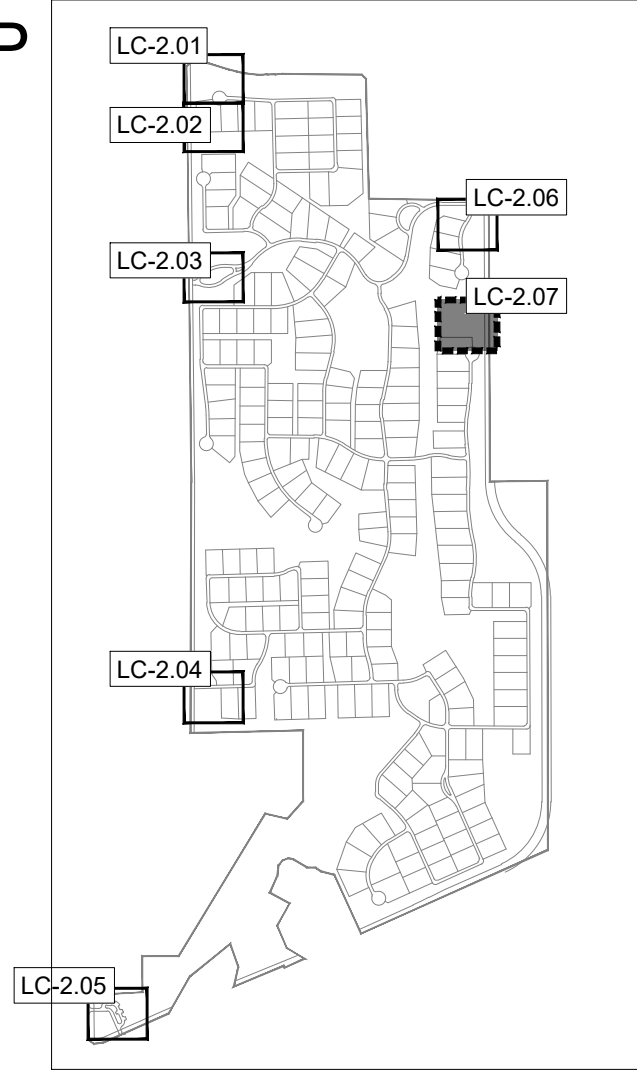
ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

-
- Diagram illustrating three types of trees:
- LANDSCAPE BUFFER TREE**: Represented by a circle containing "XX" and "LB".
 - MITIGATION TREE**: Represented by a circle containing "XX" and "MIT".
 - EXISTING SPECIMEN TREE**: Represented by a larger circle containing "XXXXX" and a small dot.



KEYMAP



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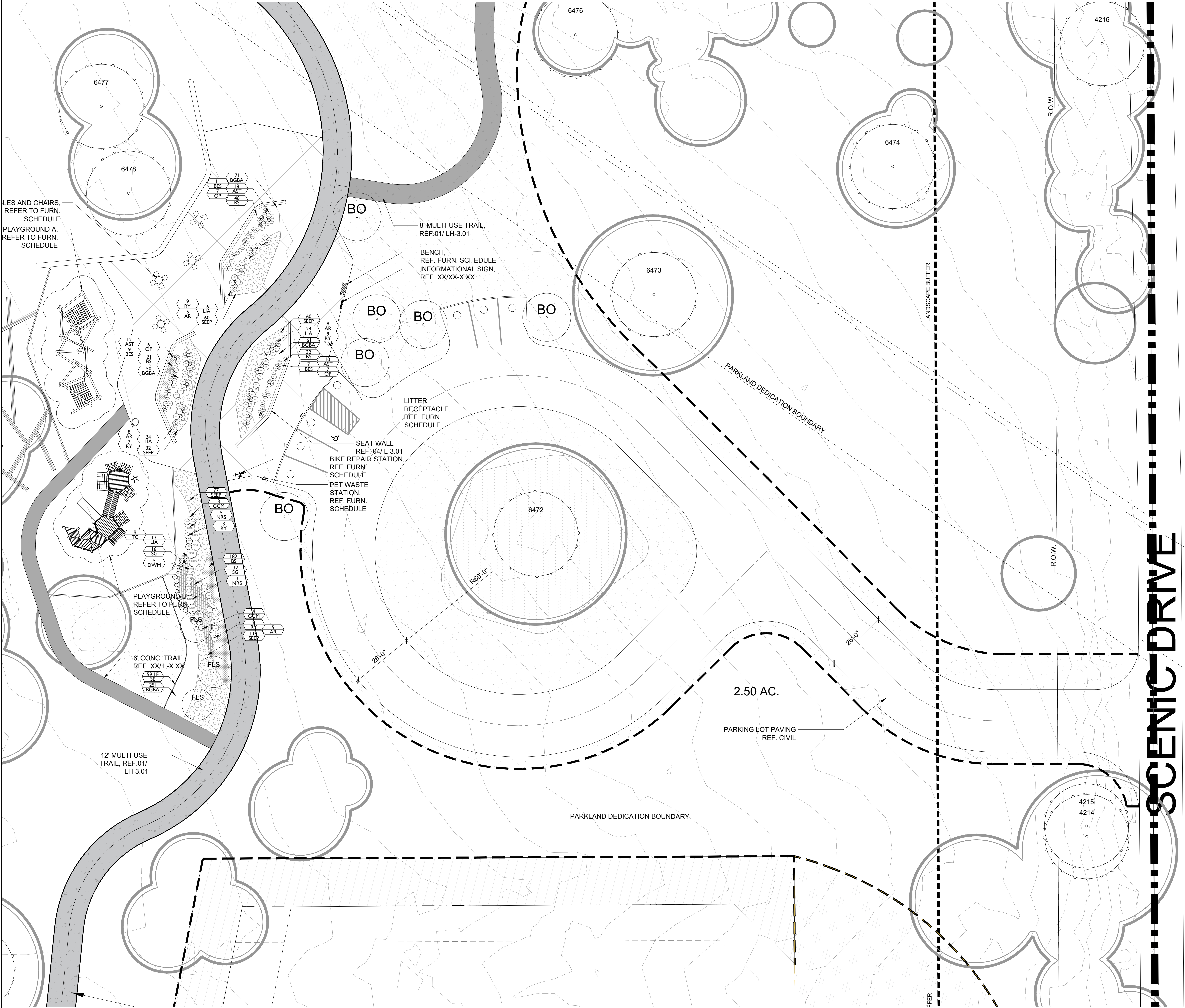
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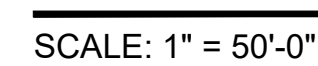
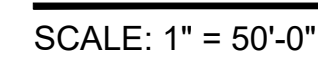
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ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX LB LANDSCAPE BUFFER TREE
- XX MT MITIGATION TREE
- XXXXX EXISTING SPECIMEN TREE





0' 50' 100'

SCALE: 1" = 50.0'

NORTH



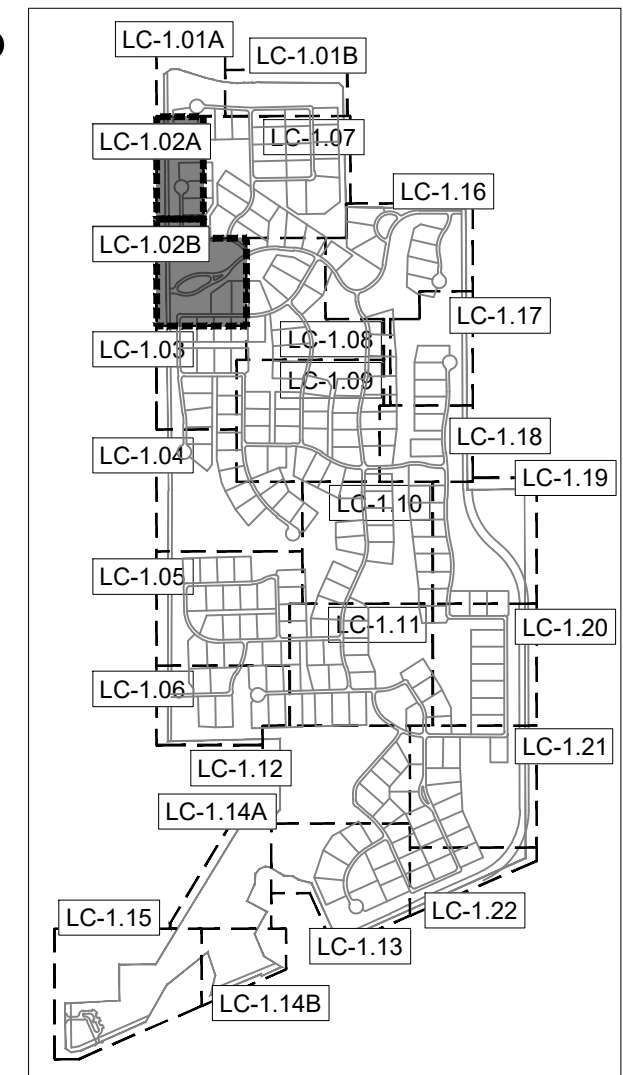
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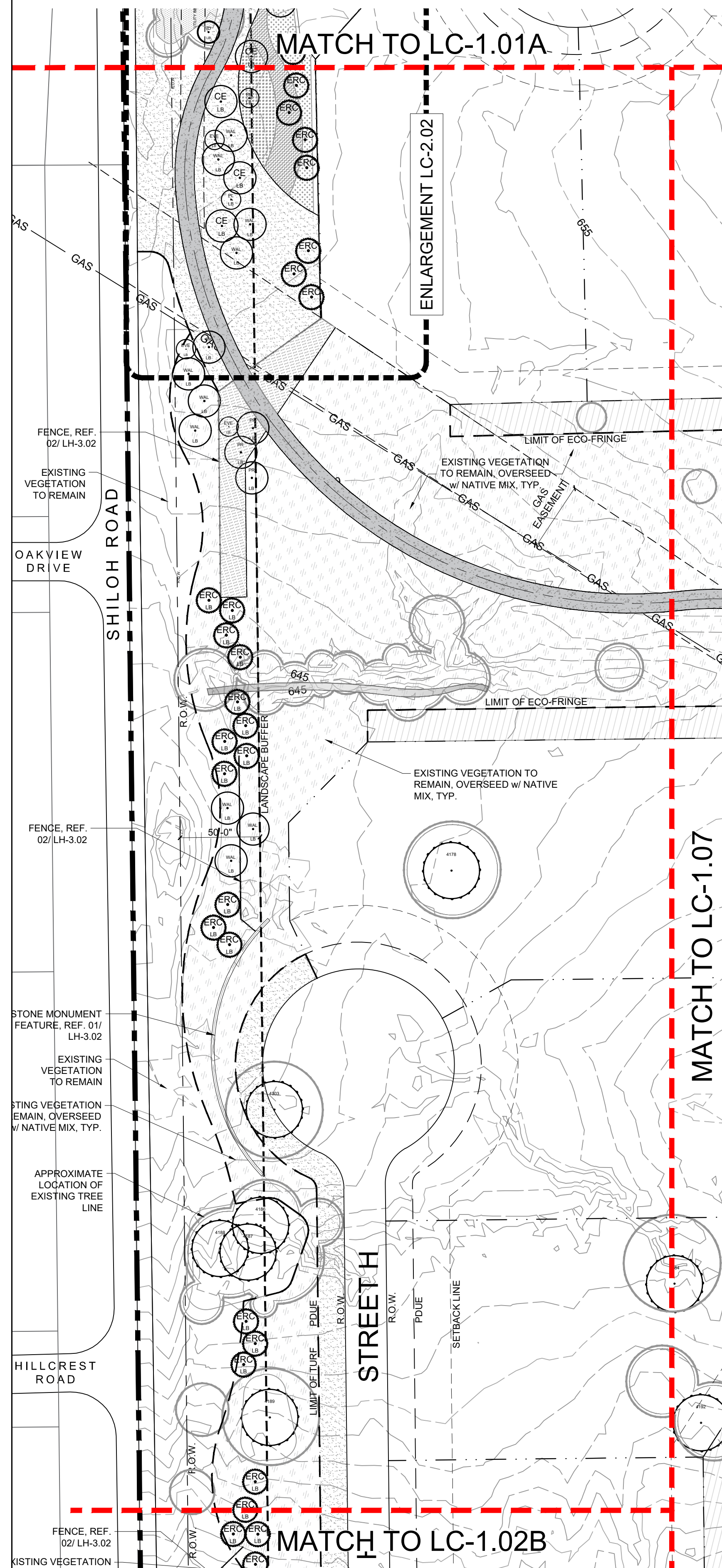
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date 11/13/2023

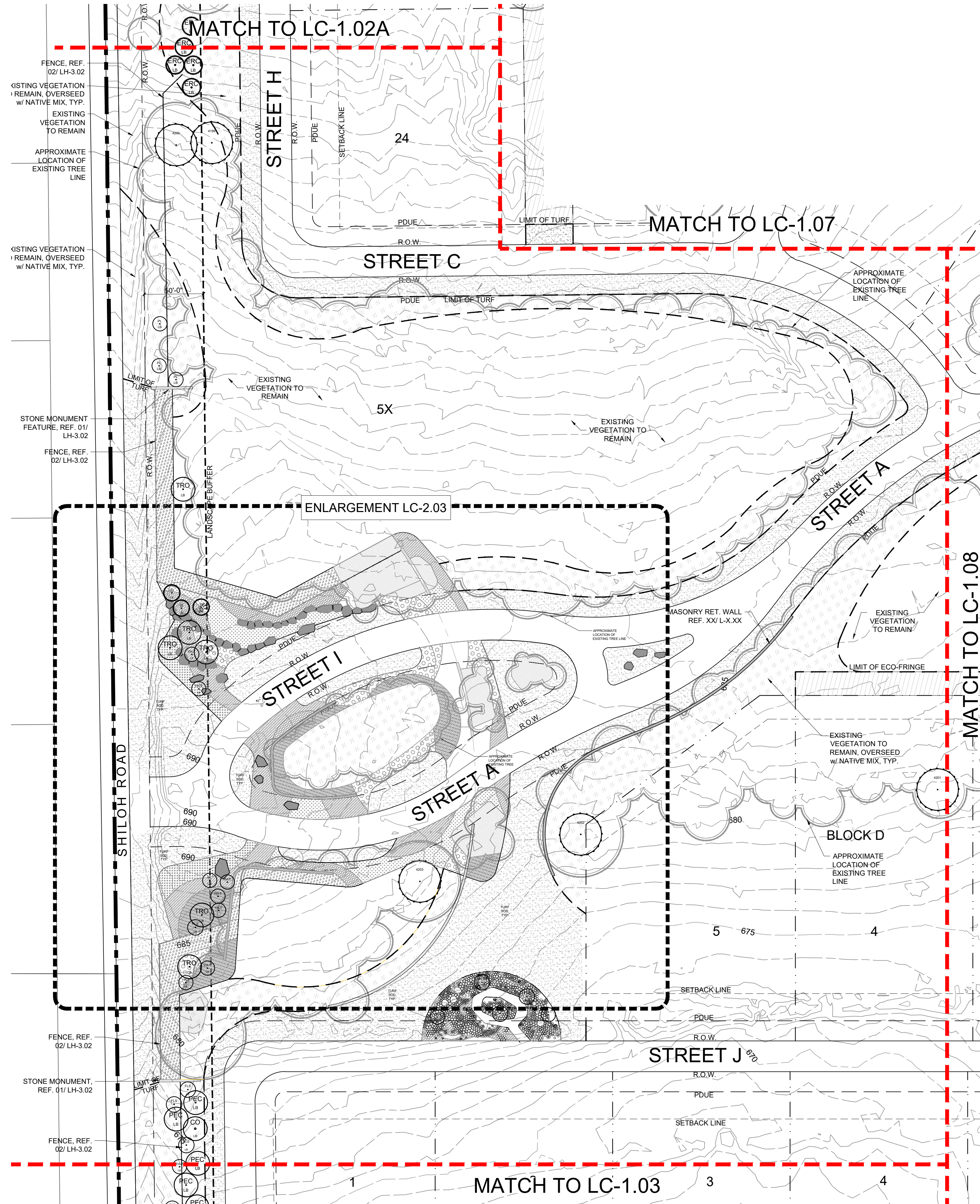
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A LAYOUT

SCALE: 1" = 50'-0"

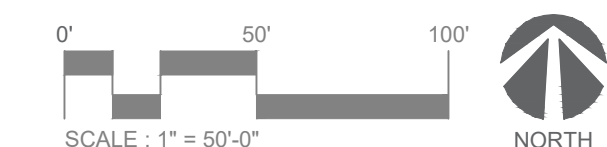
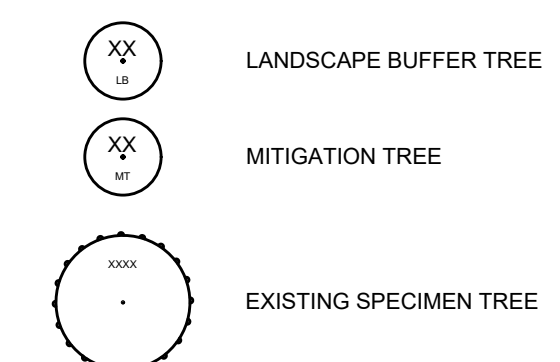


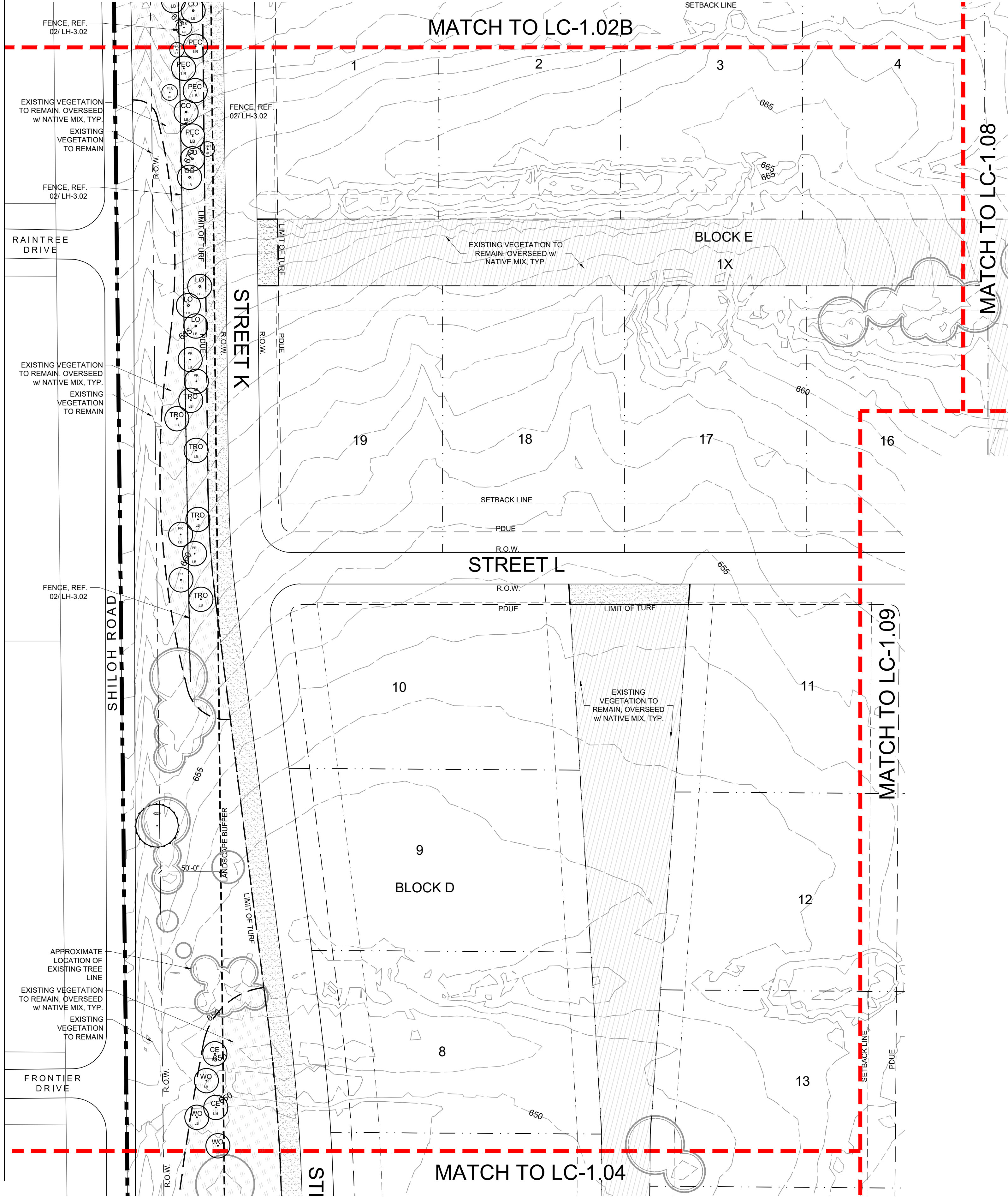
B LAYOUT

SCALE: 1" = 50'-0"

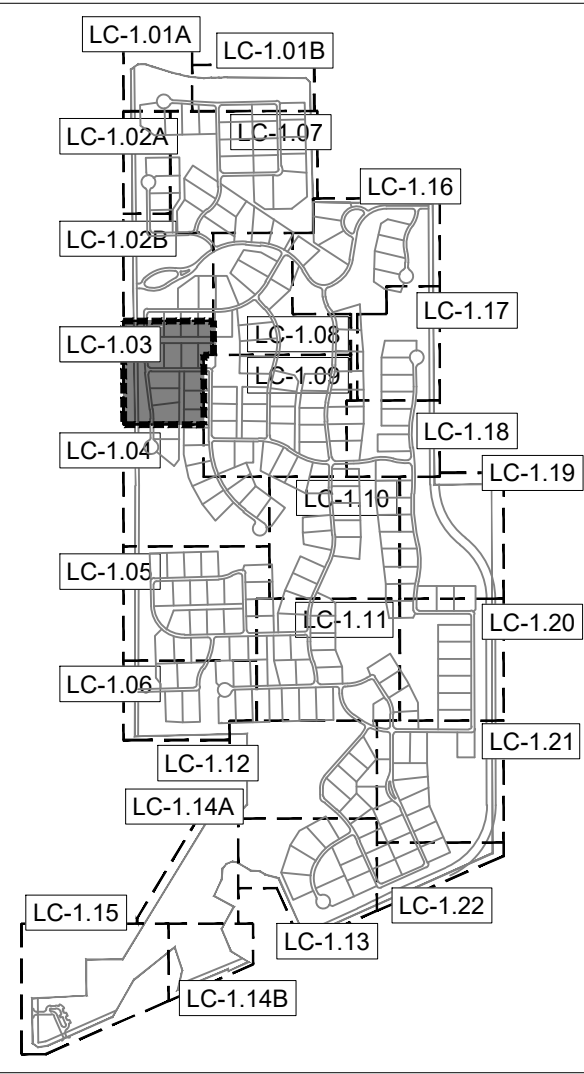
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MIX

LEGEND





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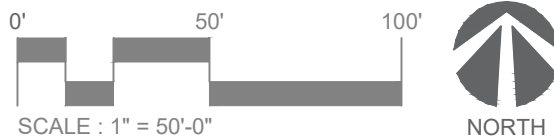
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LC-1.03

ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- LANDSCAPE BUFFER TREE
- MITIGATION TREE
- EXISTING SPECIMEN TREE



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LANDSCAPE BUFFER TREE

MITIGATION TREE

EXISTING SPECIMEN TREE





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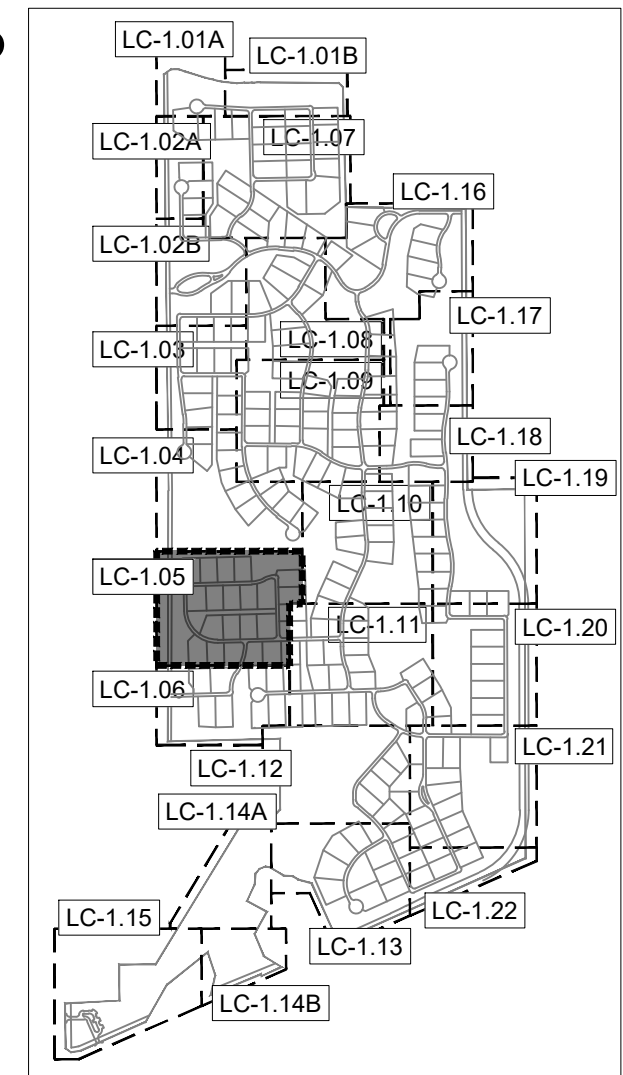
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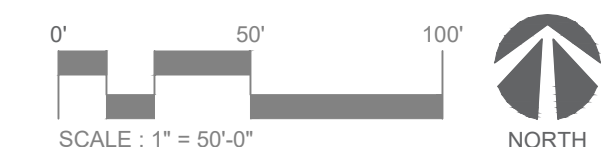
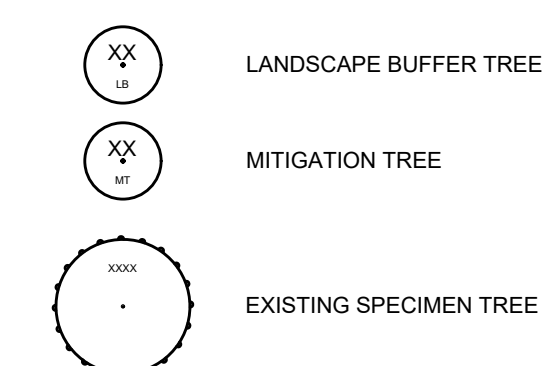
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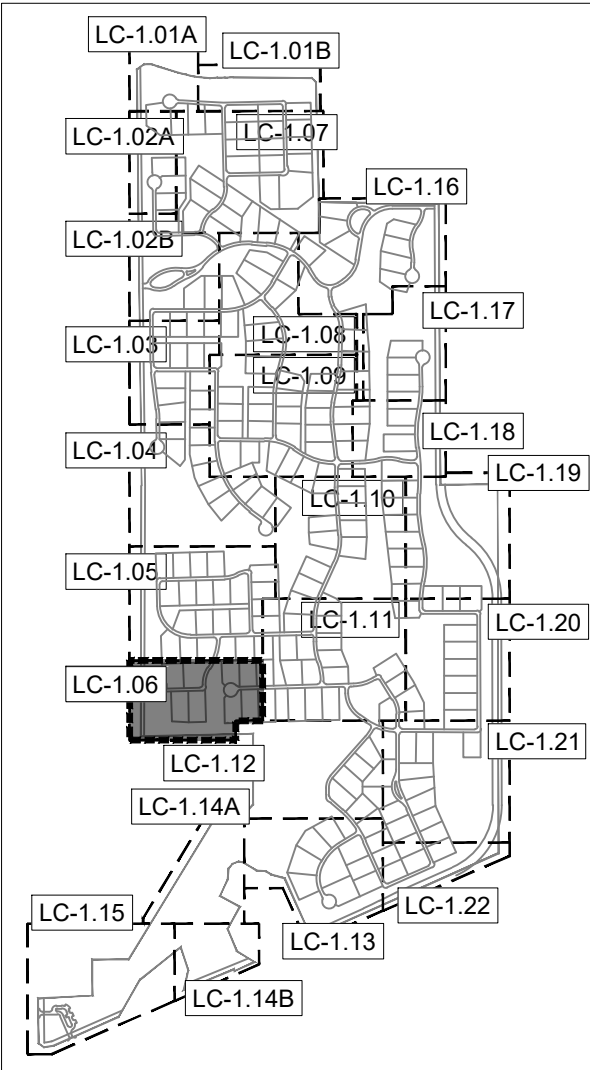


ALL DISTURBED AREAS TO BE
DRILL SEEDING WITH NATIVE
MIX

LEGEND



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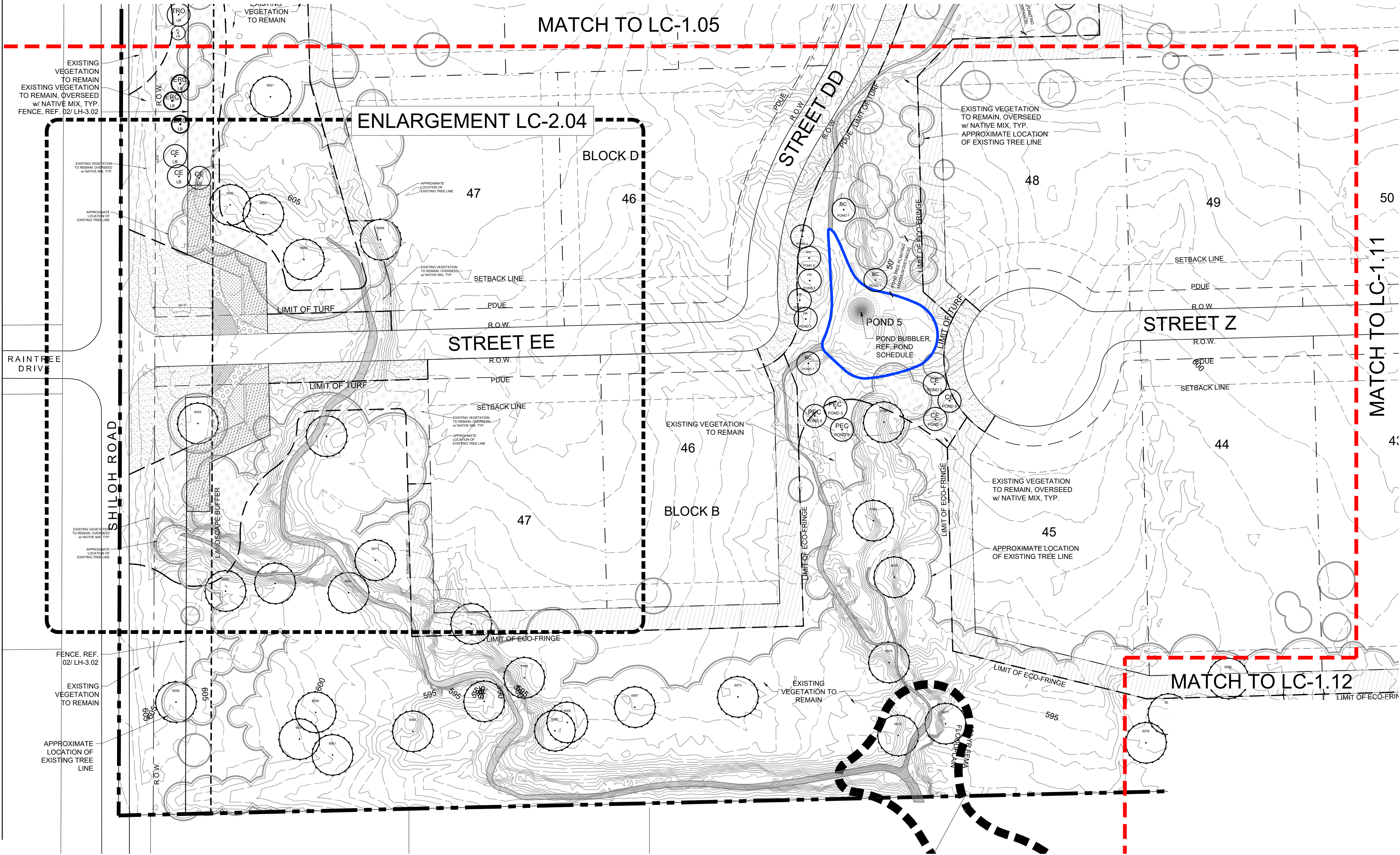
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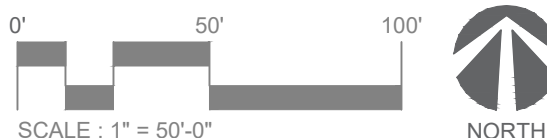
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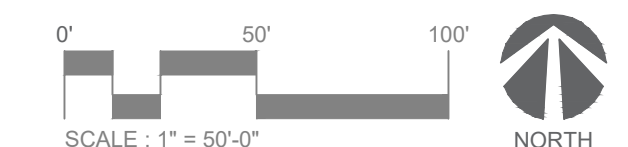


ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

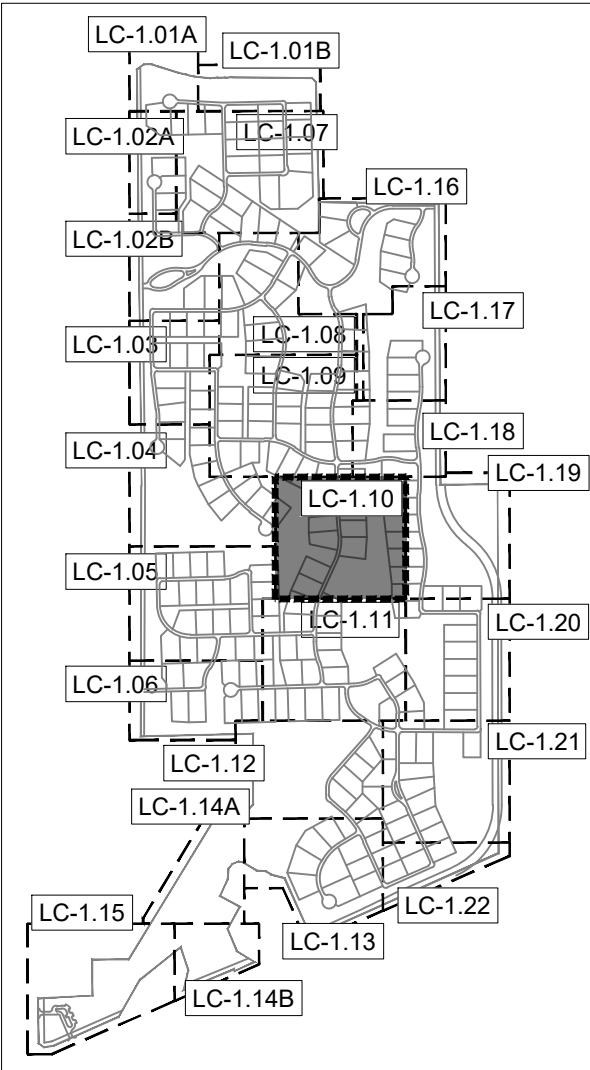
- XX LANDSCAPE BUFFER TREE
- XX MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE







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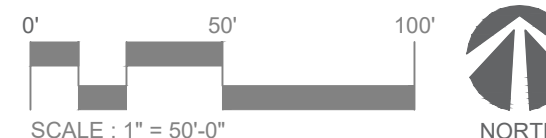
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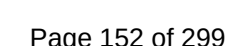
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ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

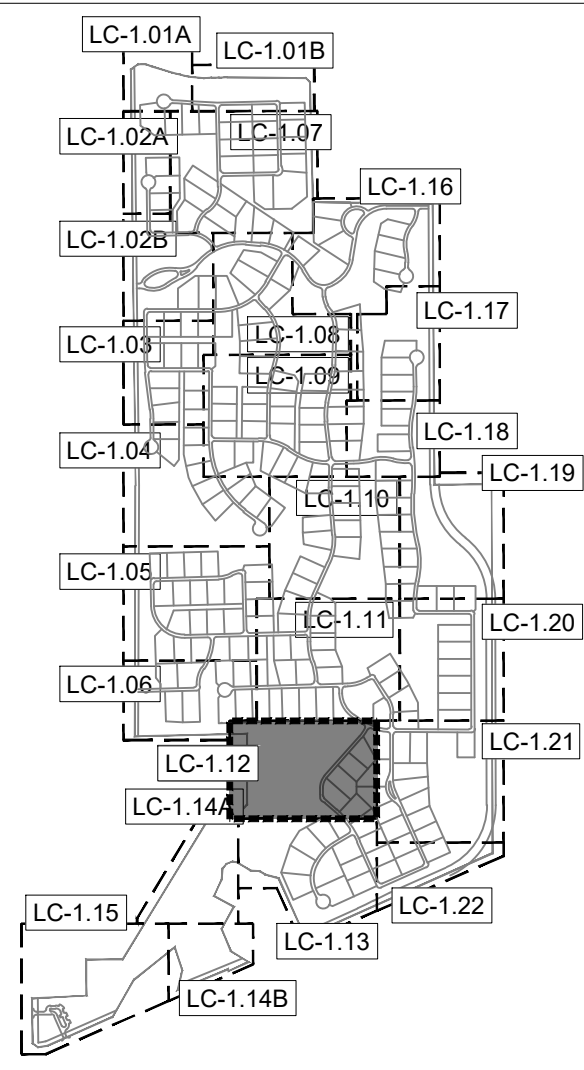
LEGEND

- XX LANDSCAPE BUFFER TREE
- XX MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE





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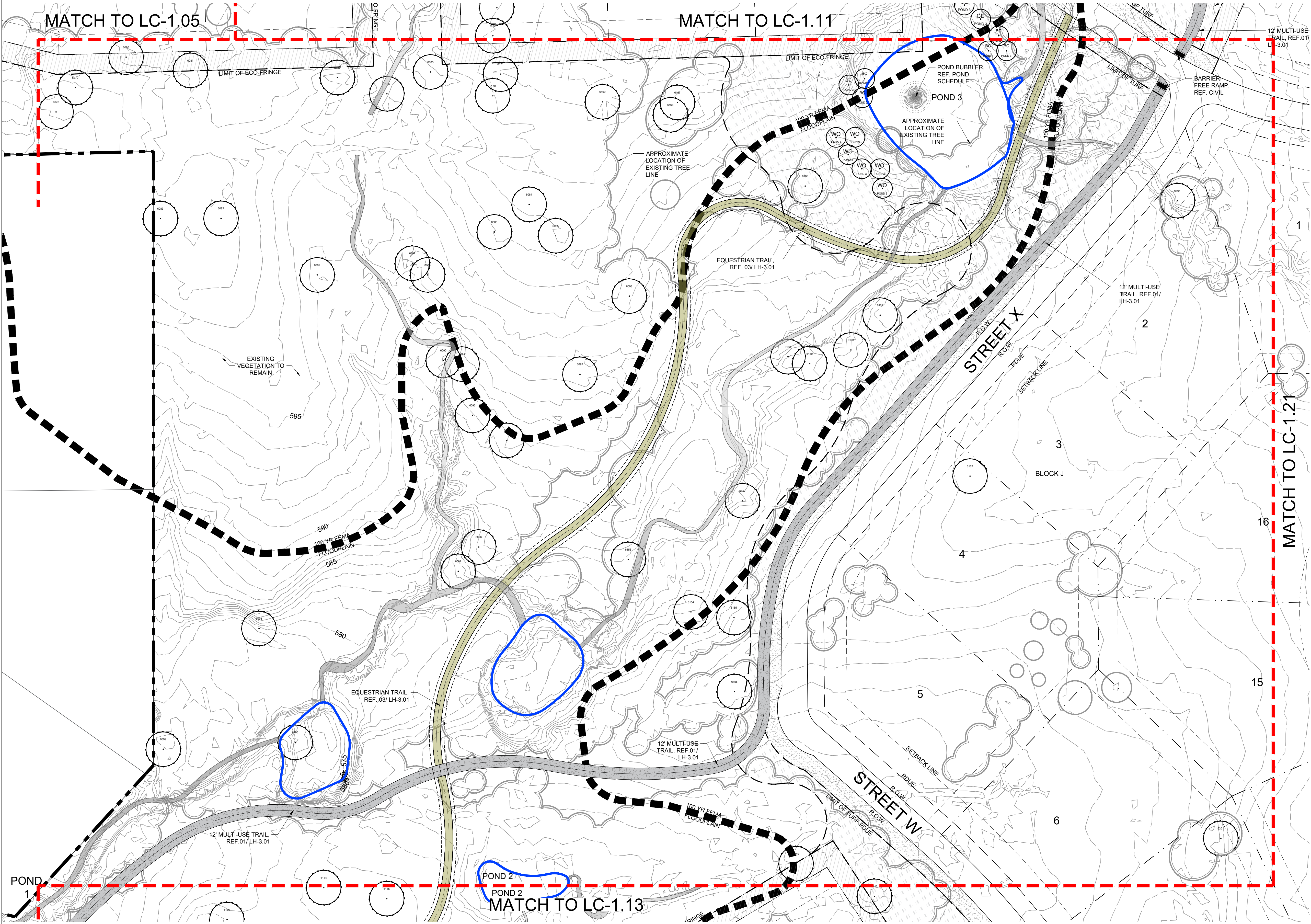
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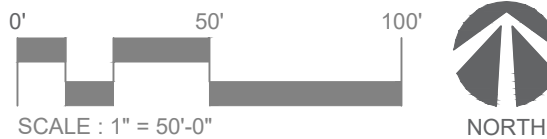
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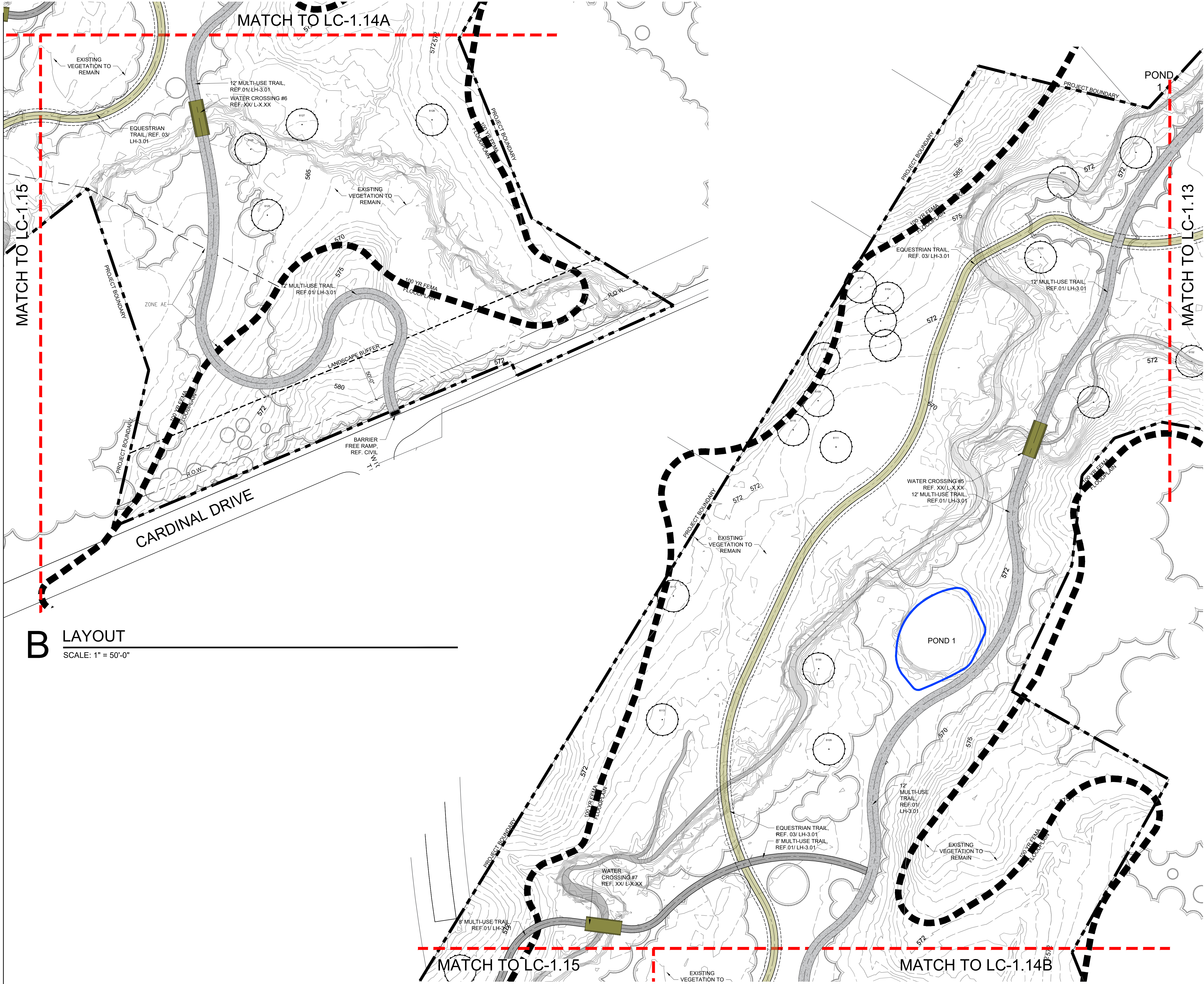


ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX LANDSCAPE BUFFER TREE
- XX MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE

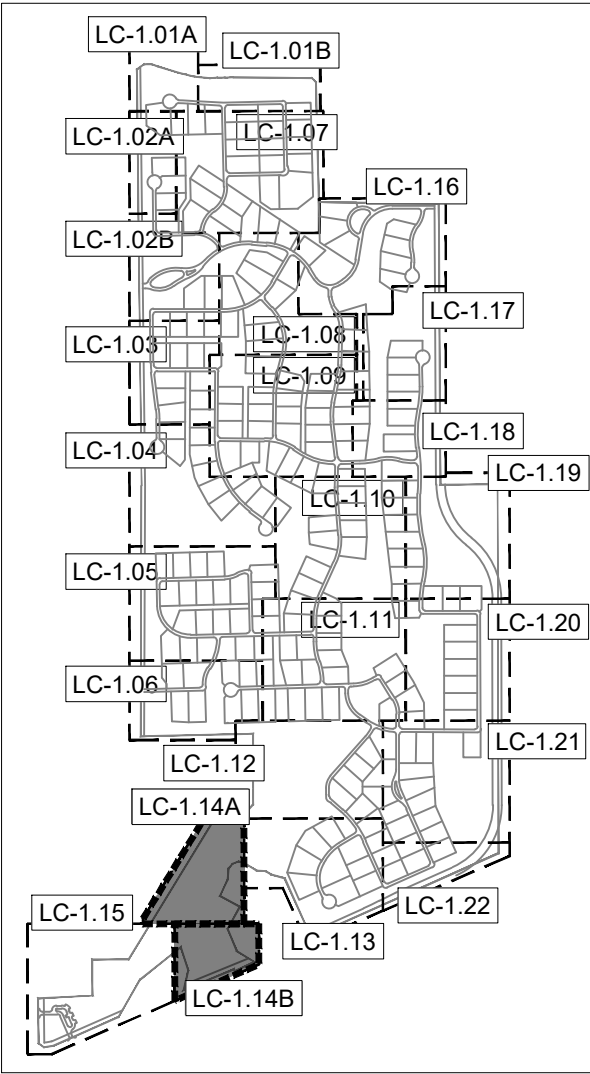




B LAYOUT
SCALE: 1" = 50'-0"

A LAYOUT
SCALE: 1" = 50'-0"

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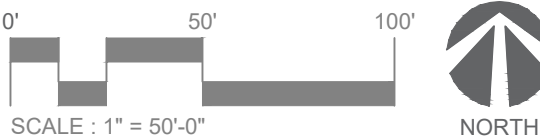
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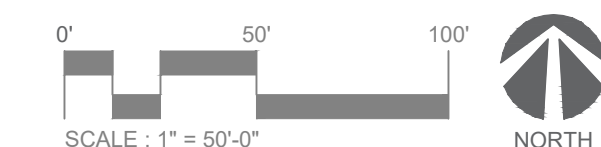
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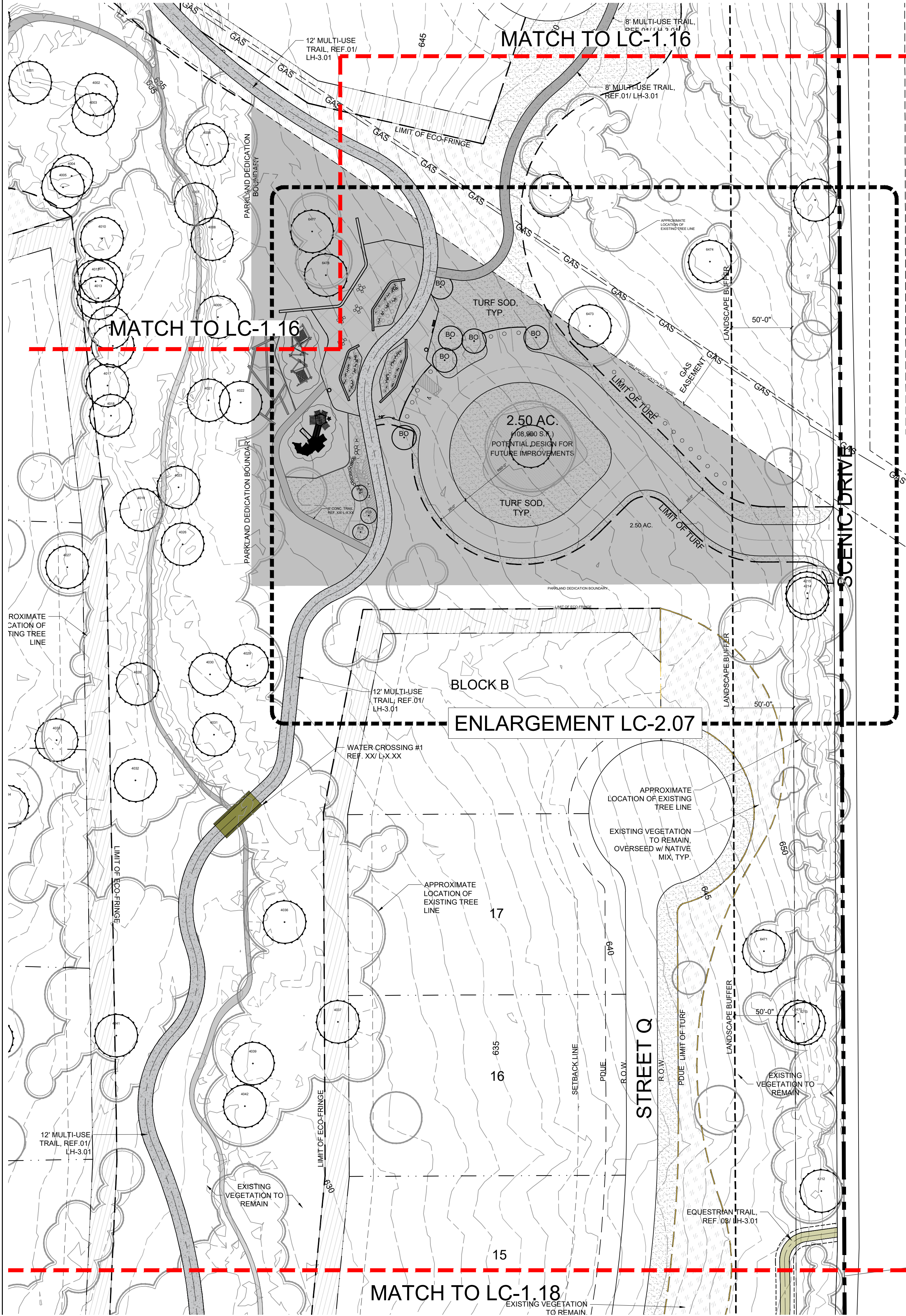
ALL DISTURBED AREAS TO BE
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MIX

LEGEND

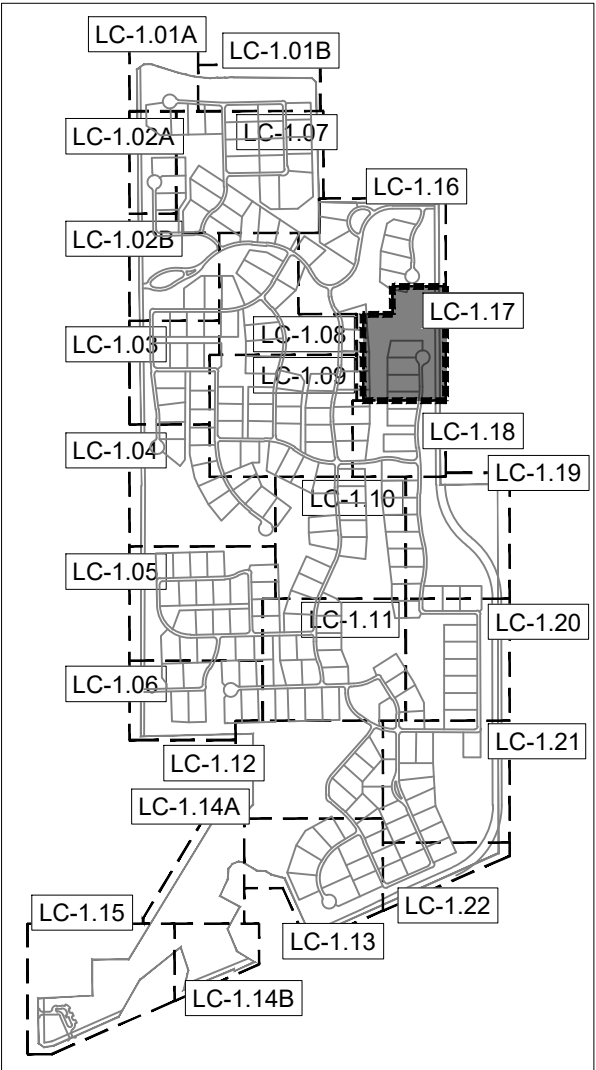
- LANDSCAPE BUFFER TREE
- MITIGATION TREE
- EXISTING SPECIMEN TREE







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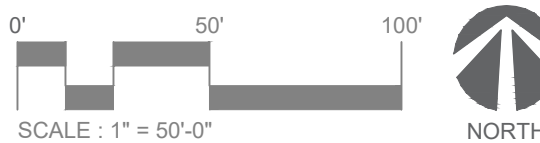
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ALL DISTURBED AREAS TO BE
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MIX

LEGEND

- XX
16 LANDSCAPE BUFFER TREE
- XX
16 MITIGATION TREE
- XXXX
16 EXISTING SPECIMEN TREE



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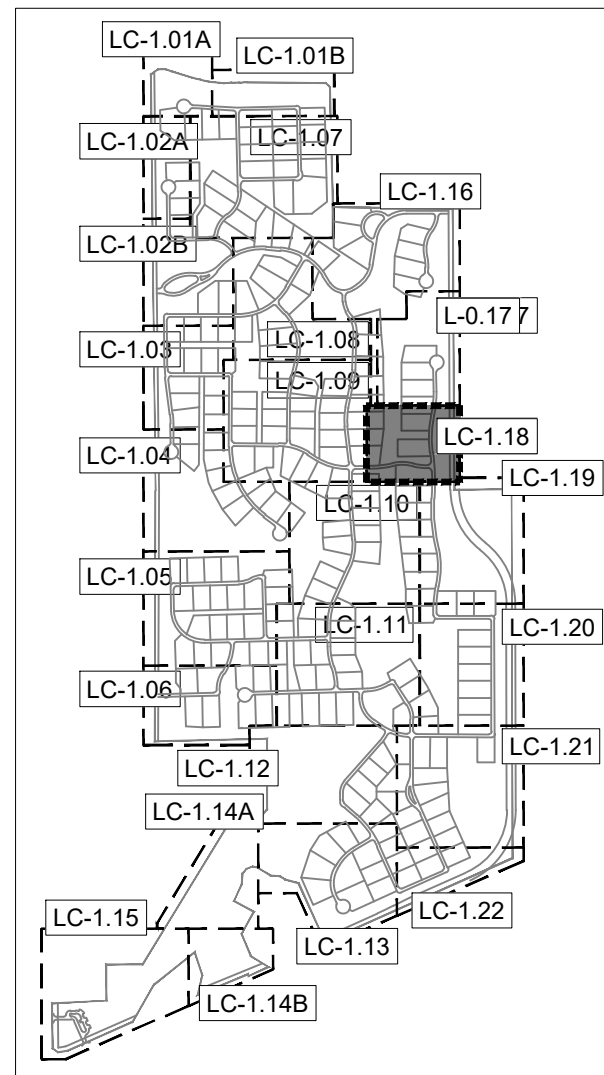
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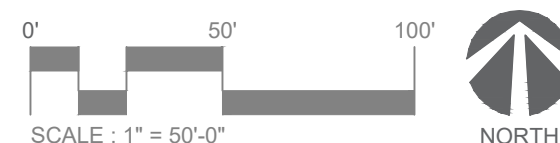


KEYMAP

ALL DISTURBED AREAS TO BE
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MIX

LEGEND

-
- Diagram illustrating the types of trees involved in the project:
- LANDSCAPE BUFFER TREE (LB)**: Represented by a small circle with 'XX' and 'LB' inside.
 - MITIGATION TREE (MT)**: Represented by a small circle with 'XX' and 'MT' inside.
 - EXISTING SPECIMEN TREE**: Represented by a large, irregular circle with 'XXXX' and a dot inside.



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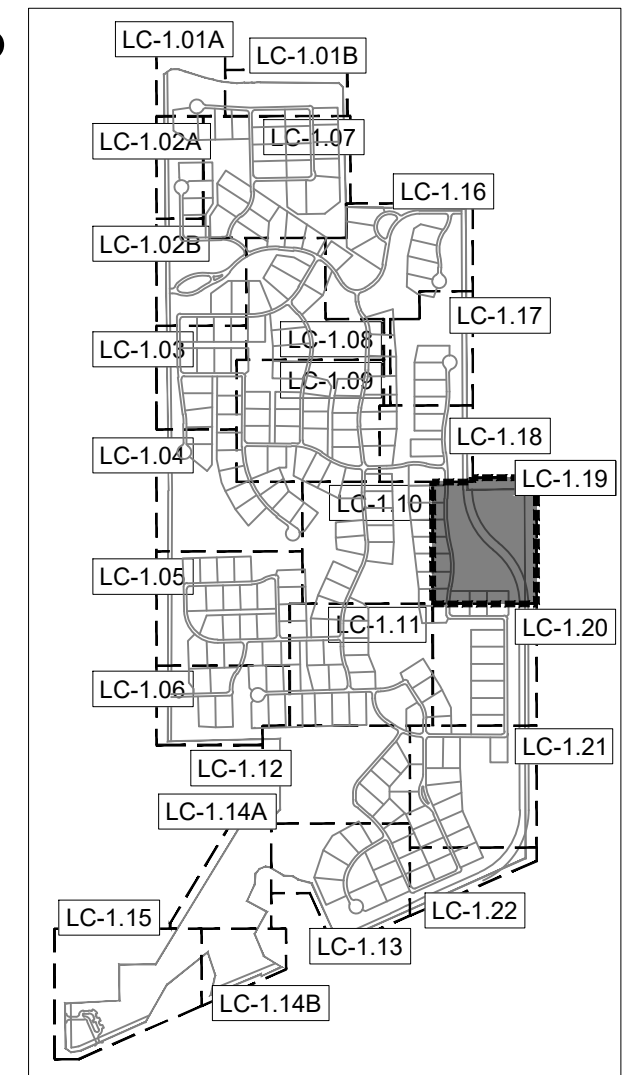
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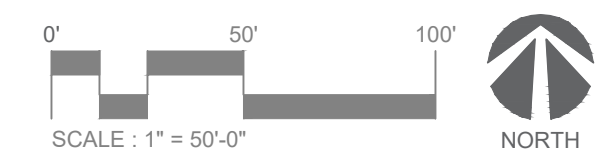
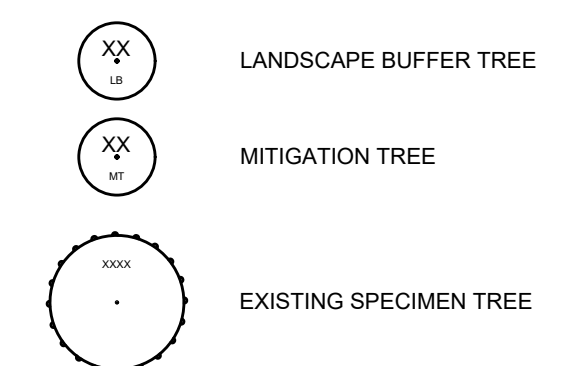
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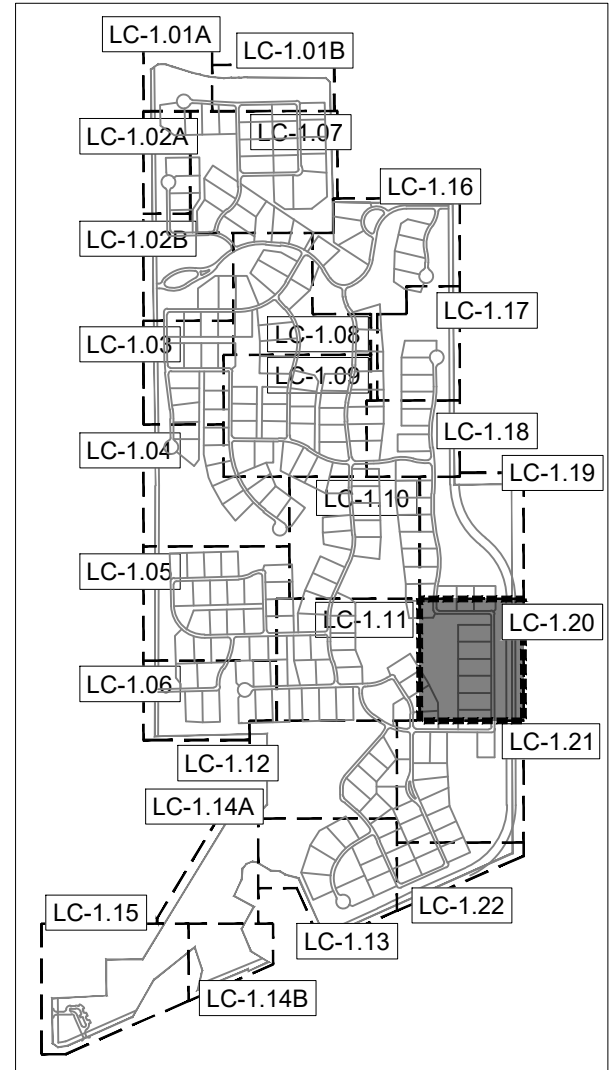
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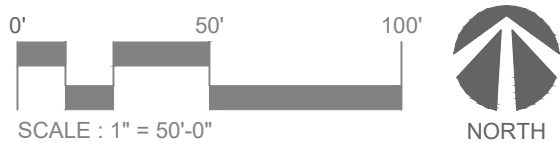


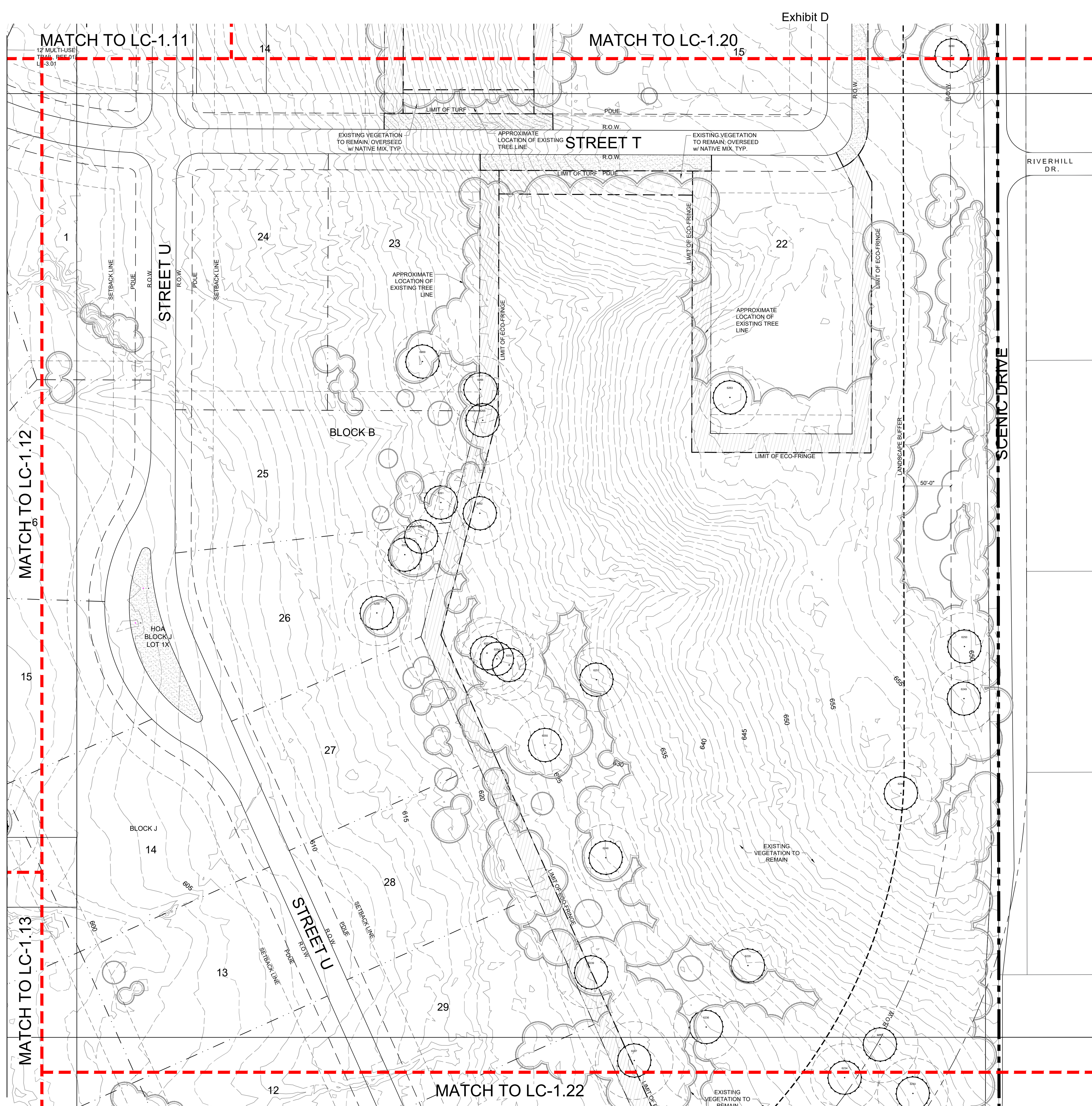
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ALL DISTURBED AREAS TO BE
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MIX

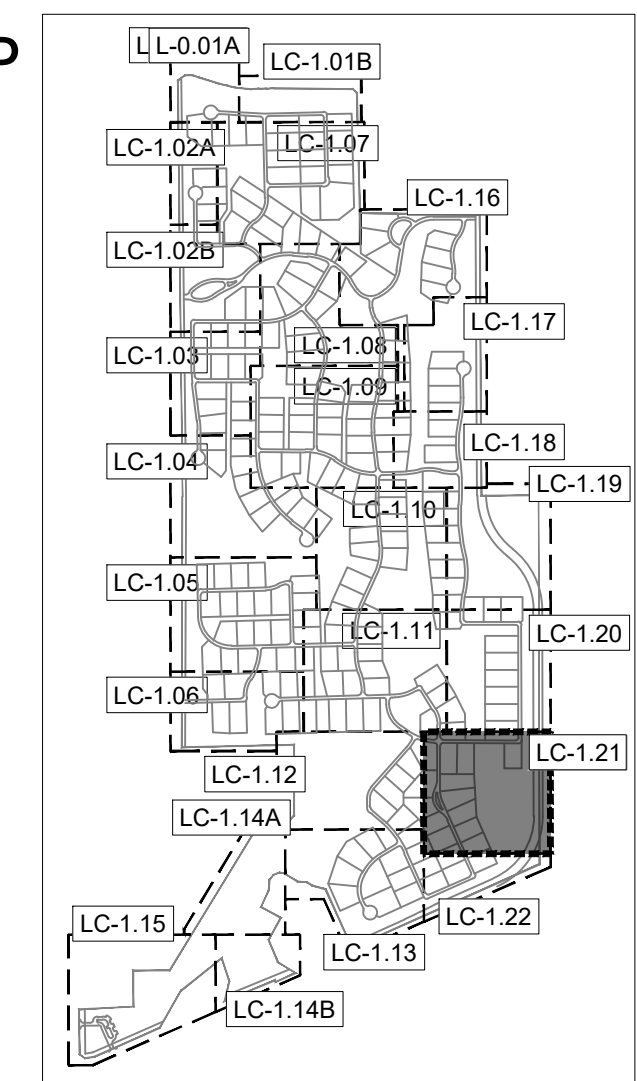
LEGEND

-
- Diagram illustrating the types of trees involved in the project:
- LANDSCAPE BUFFER TREE** (LB): Represented by a small circle with 'XX' inside.
 - MITIGATION TREE** (MT): Represented by a small circle with 'X' inside.
 - EXISTING SPECIMEN TREE**: Represented by a large circle with 'XXXX' inside and a central dot.





KEYMAP



green
door
studio

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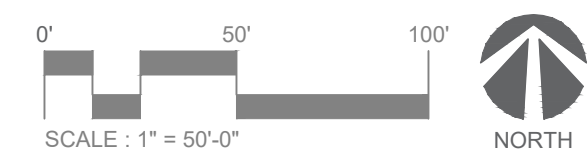
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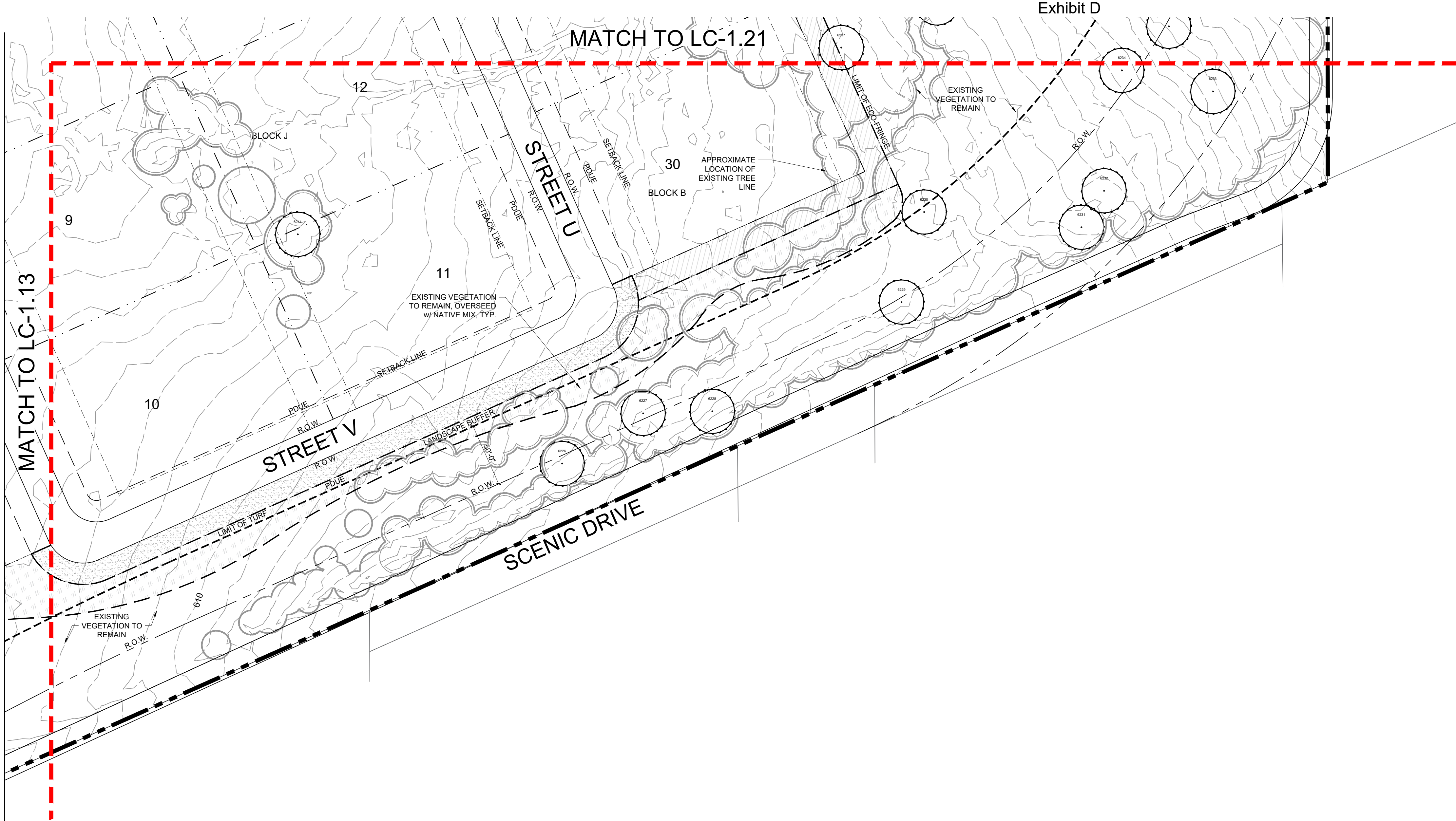
project number 230005

date 11/13/2023

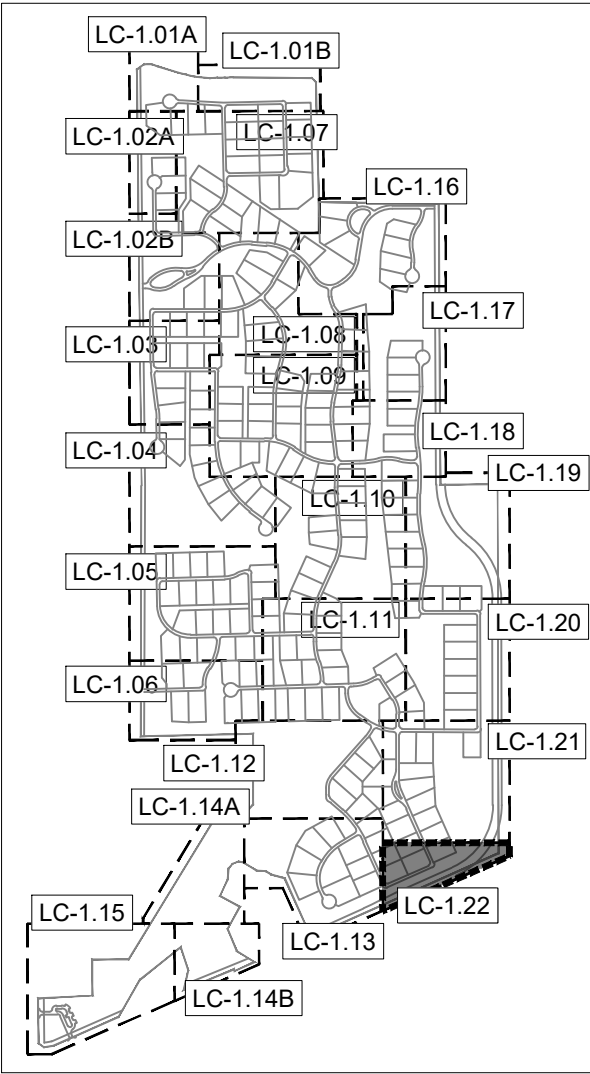
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LC-1.21





KEYMAP



green
door
studio

landscape architecture
PO Box 38415
Dallas, Texas 75238
972.855.8705

NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

Paul Cozzolino
03/04/2024

client
TOLL BROTHERS INC.
Mike Boswell
2555 SW Grapevine Pkwy, Suite 100
Grapevine, Tx 76051

ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX
18 LANDSCAPE BUFFER TREE
- XX
30 MITIGATION TREE
- XXXX
• EXISTING SPECIMEN TREE



SMITH TRACT
Conceptual Landscape Plans
Town Of Flower Mound
Denton County

issue

revisions

title

Concept Plan

project number 230005

date 11/13/2023

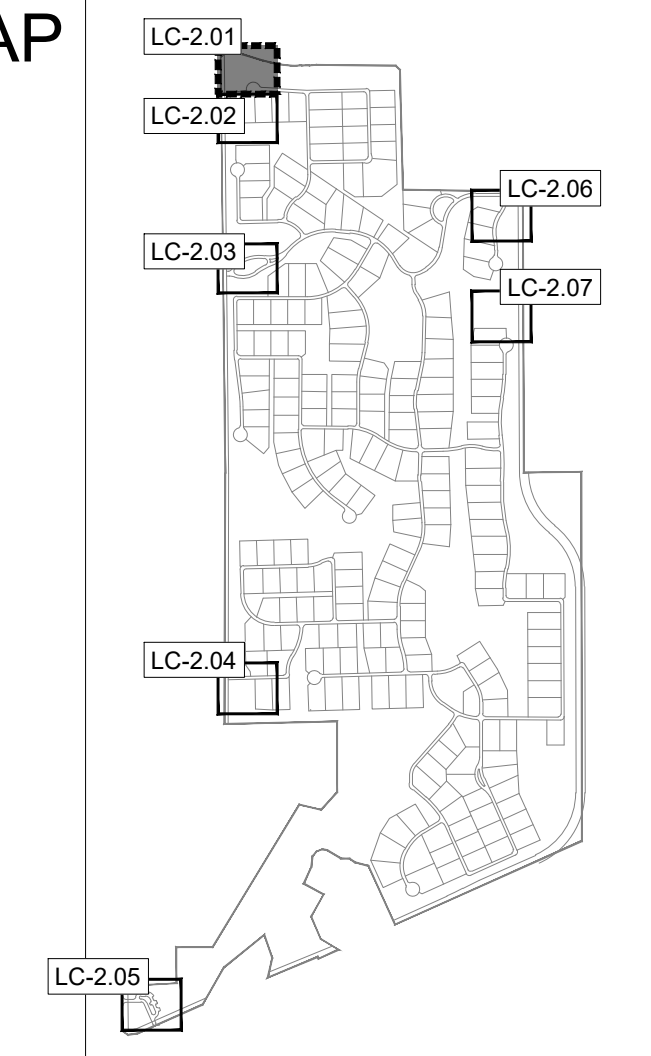
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LC-1.22

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03/04/2024

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SMITH TRACT

Conceptual Landscape Plans Town Of Flower Mound Denton County

issue

revisions

title

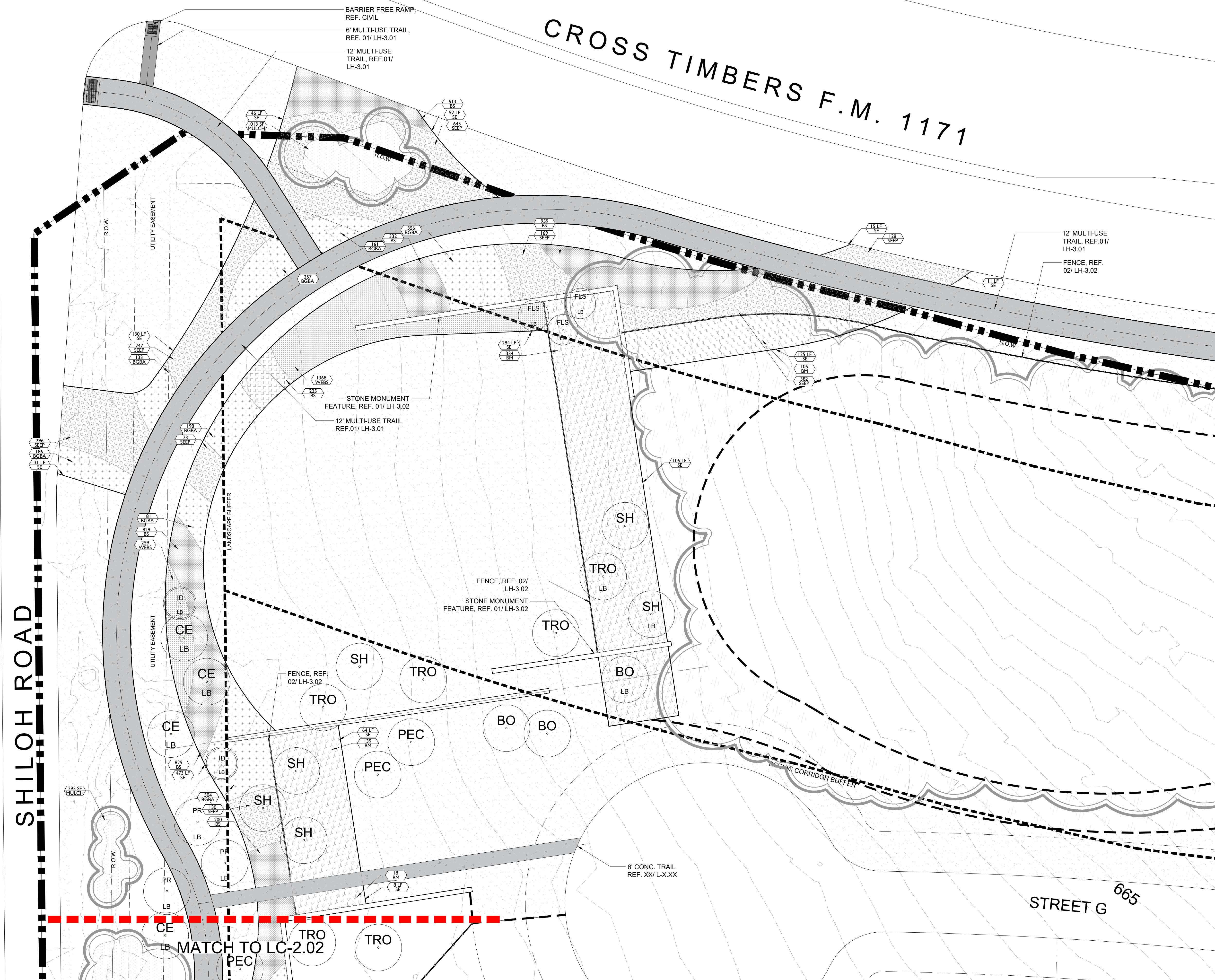
LC Enlargement

project number 230005

date 11/13/2023

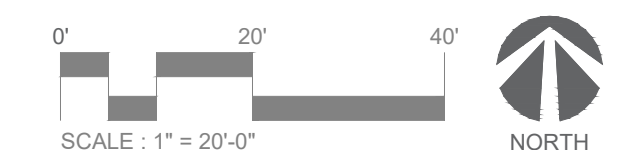
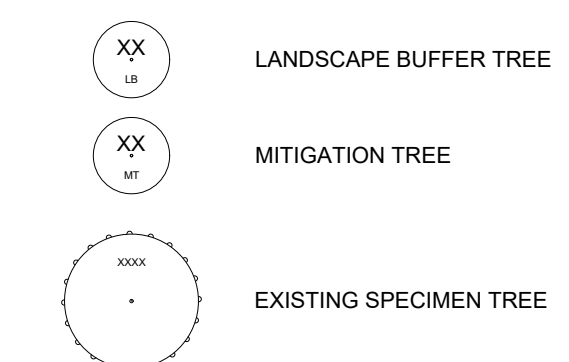
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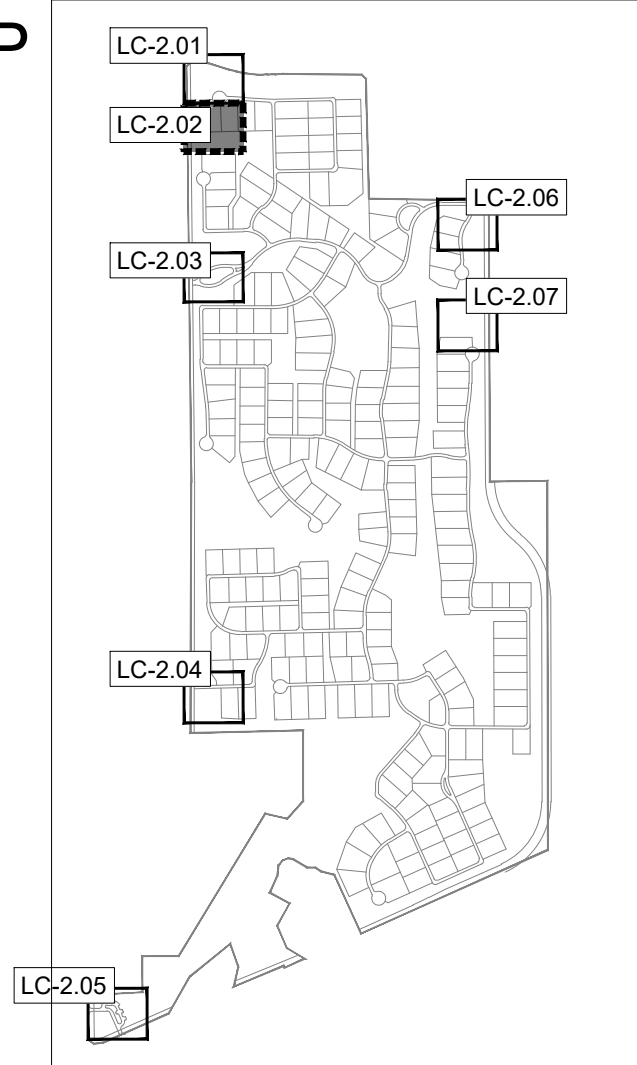


ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND



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revisions

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title

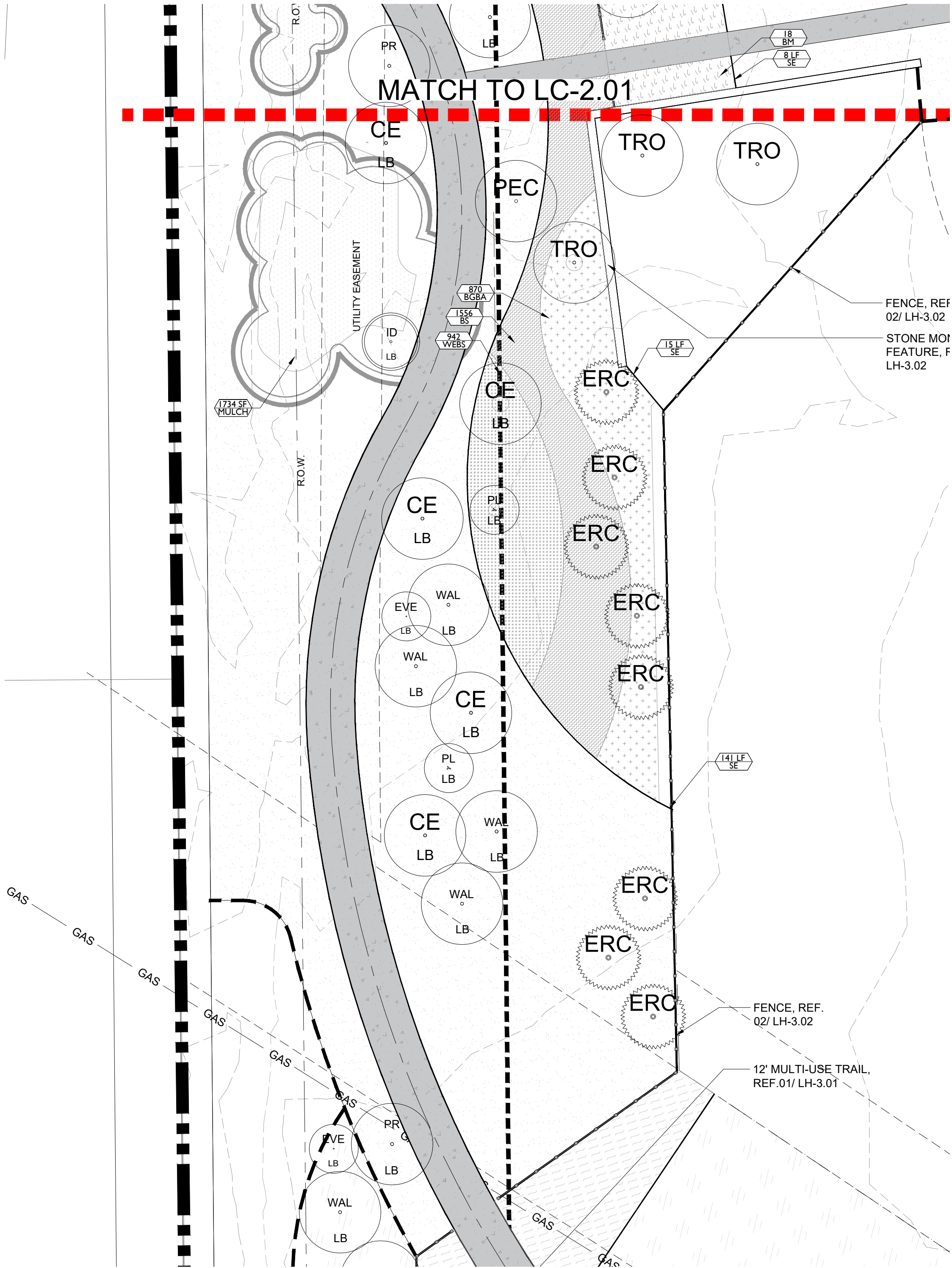
LC Enlargement

project number 230005

date 11/13/2023

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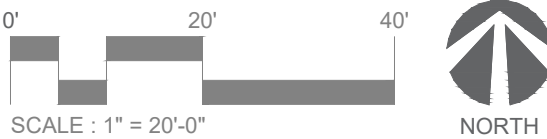
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ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- XX LB LANDSCAPE BUFFER TREE
- XX MT MITIGATION TREE
- XXXXX EXISTING SPECIMEN TREE



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revisions

title

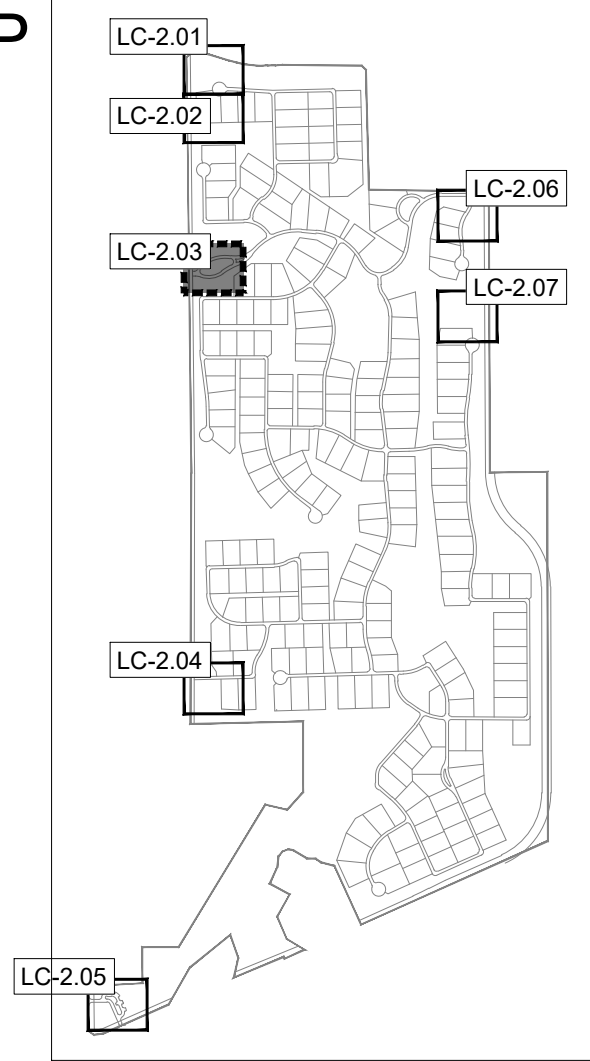
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project number 230005

date 11/13/2023

sheet

LC-2.03

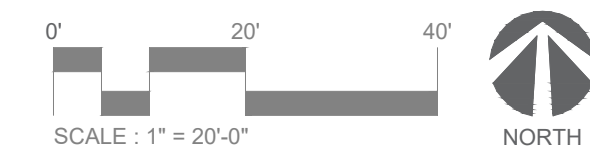


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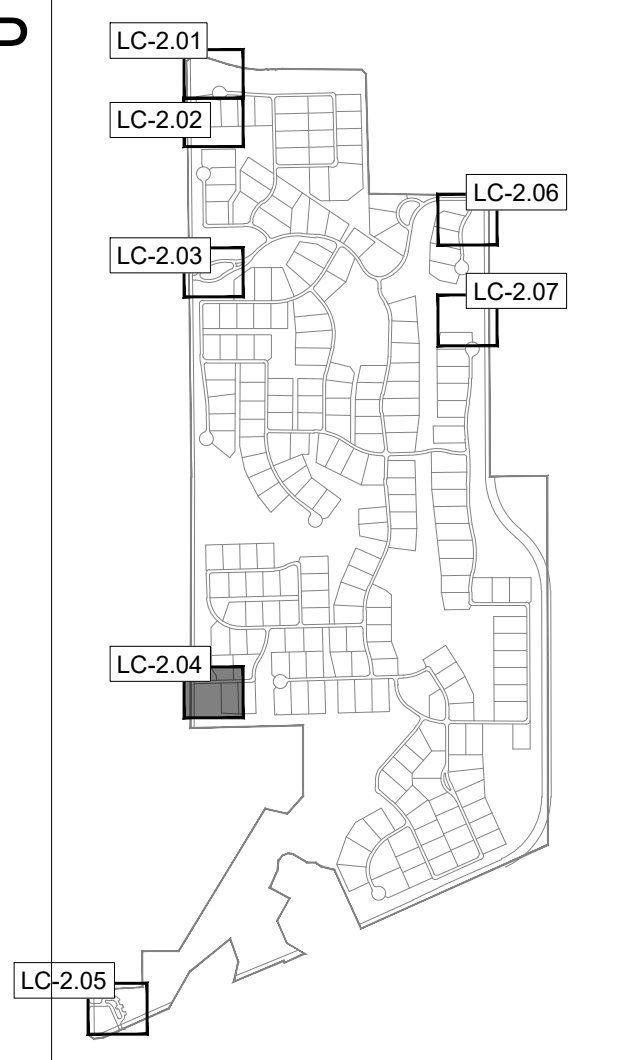
ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

-
- Diagram illustrating three types of trees:
- LANDSCAPE BUFFER TREE**: Represented by a circle containing "XX" and "LB".
 - MITIGATION TREE**: Represented by a circle containing "XX" and "MT".
 - EXISTING SPECIMEN TREE**: Represented by a larger circle containing "XXXX" and a central dot.



KEYMAP



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SMITH TRACT

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Town Of Flower Mound
Denton County

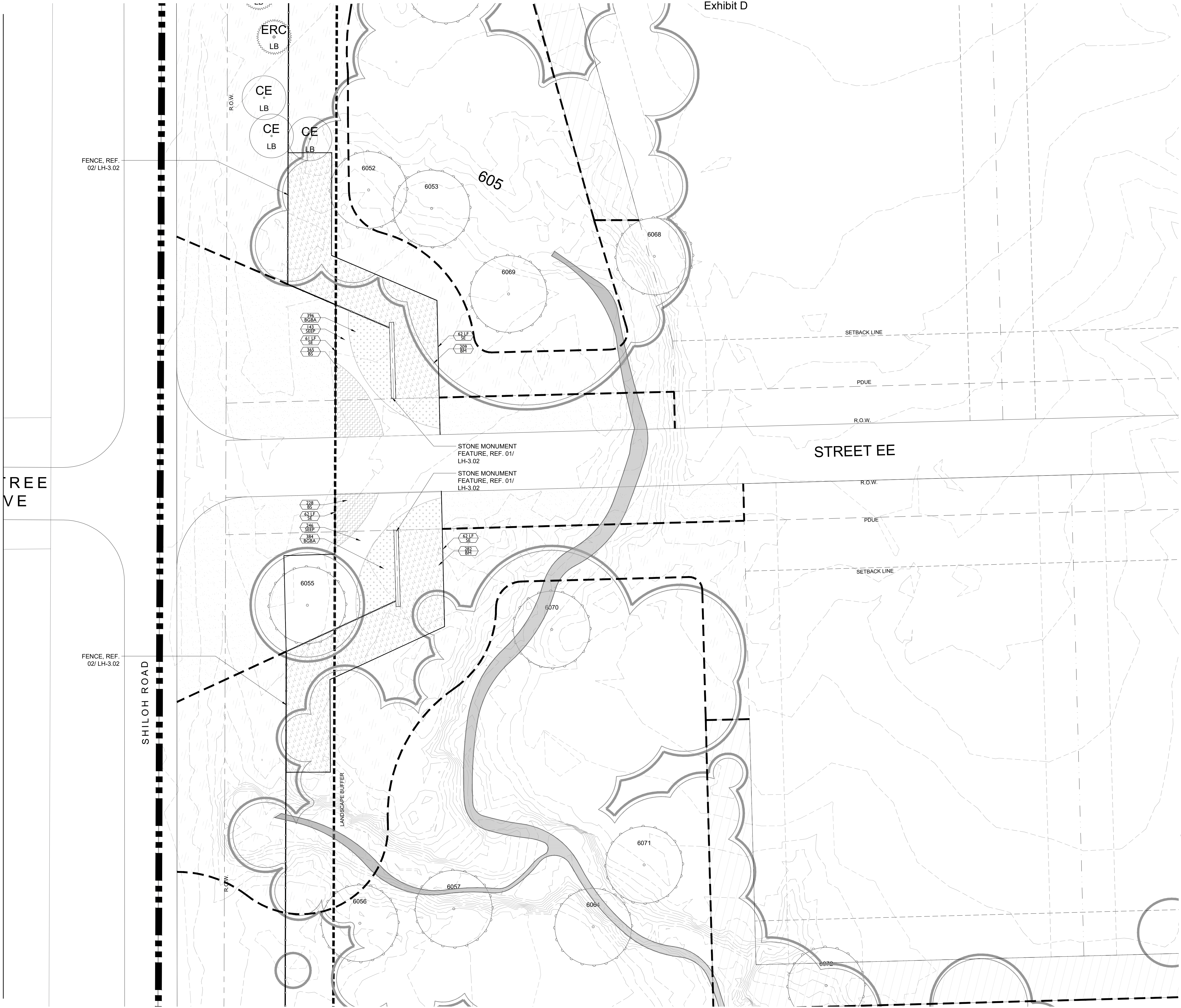
issue

revisions

title
LC Enlargement

project number 230005
date 11/13/2023
sheet

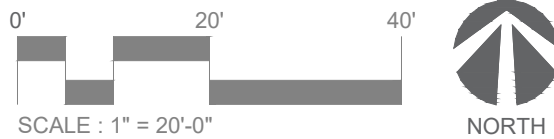
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ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

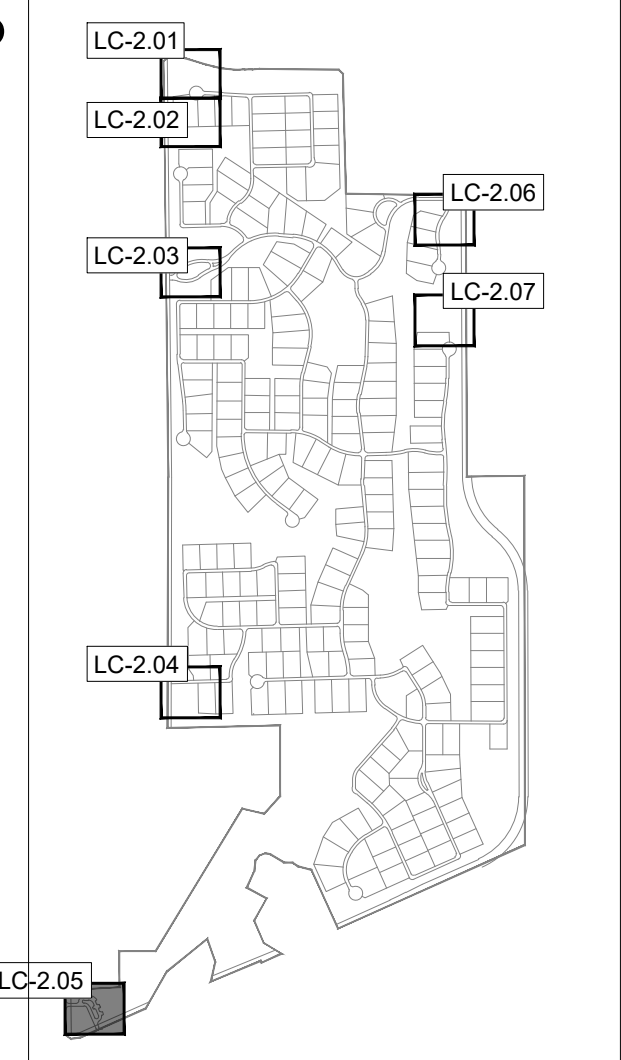
LEGEND

- XX LB LANDSCAPE BUFFER TREE
- XX MT MITIGATION TREE
- XXXX EXISTING SPECIMEN TREE





KEYMAP



green door
studio

landscape architecture

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Town Of Flower Mound
Denton County

issue

revisions

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title

LC Enlargement

project number 230005

date 11/13/2023

sheet

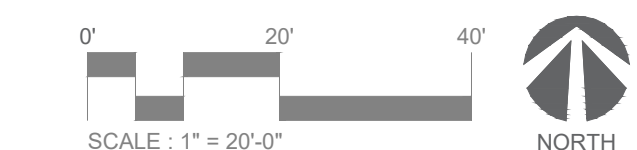
LC-2.05

ALL DISTURBED AREAS TO BE
DRILL SEEDED WITH NATIVE
MIX

LEGEND

- LANDSCAPE BUFFER TREE
- MITIGATION TREE
- EXISTING SPECIMEN TREE





0' 2'

SCALE : 1" = 20'-0"

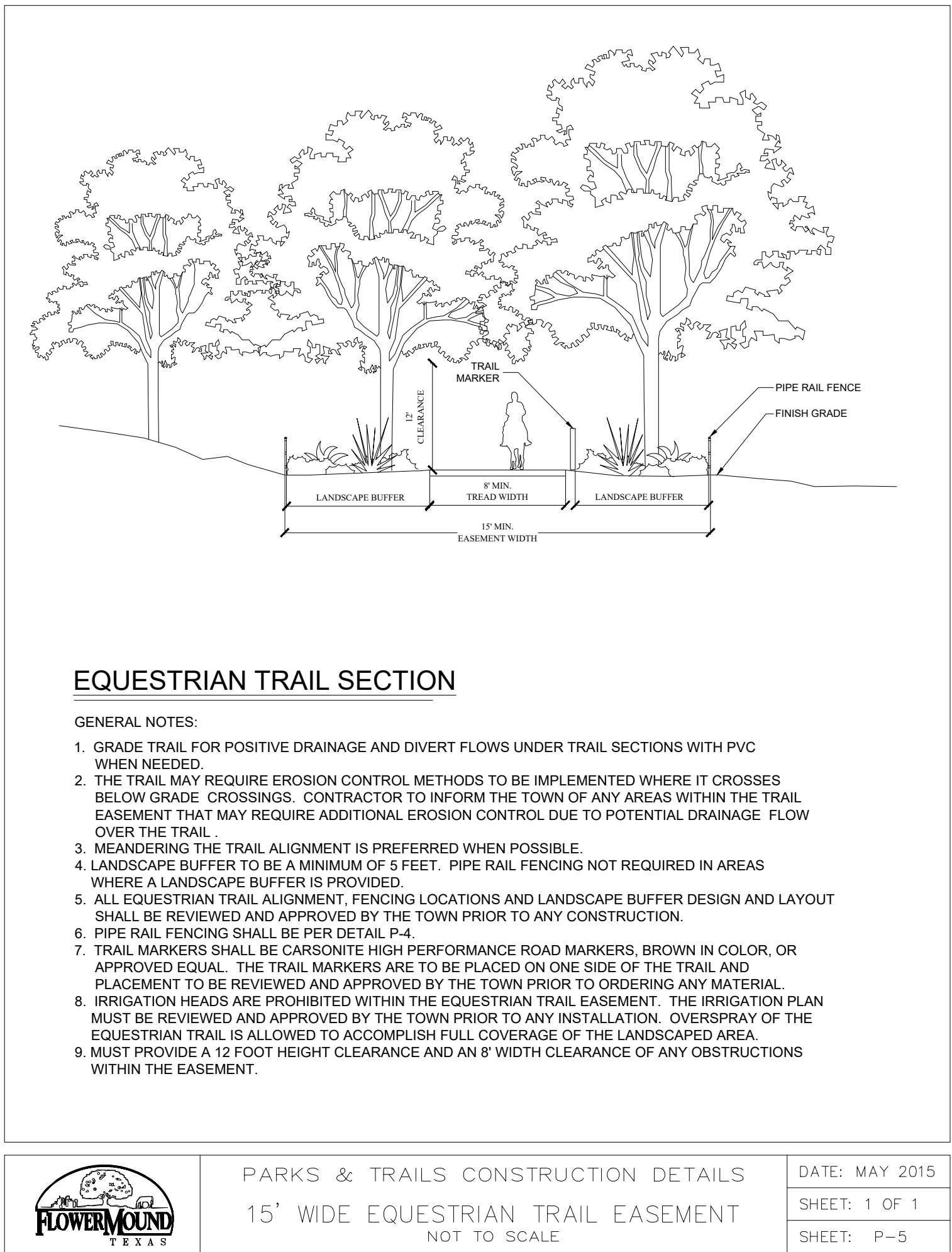
PARKING LOT PAVING
REF. CIVIL

PARKLAND DEDICATION BOUNDARY

.....

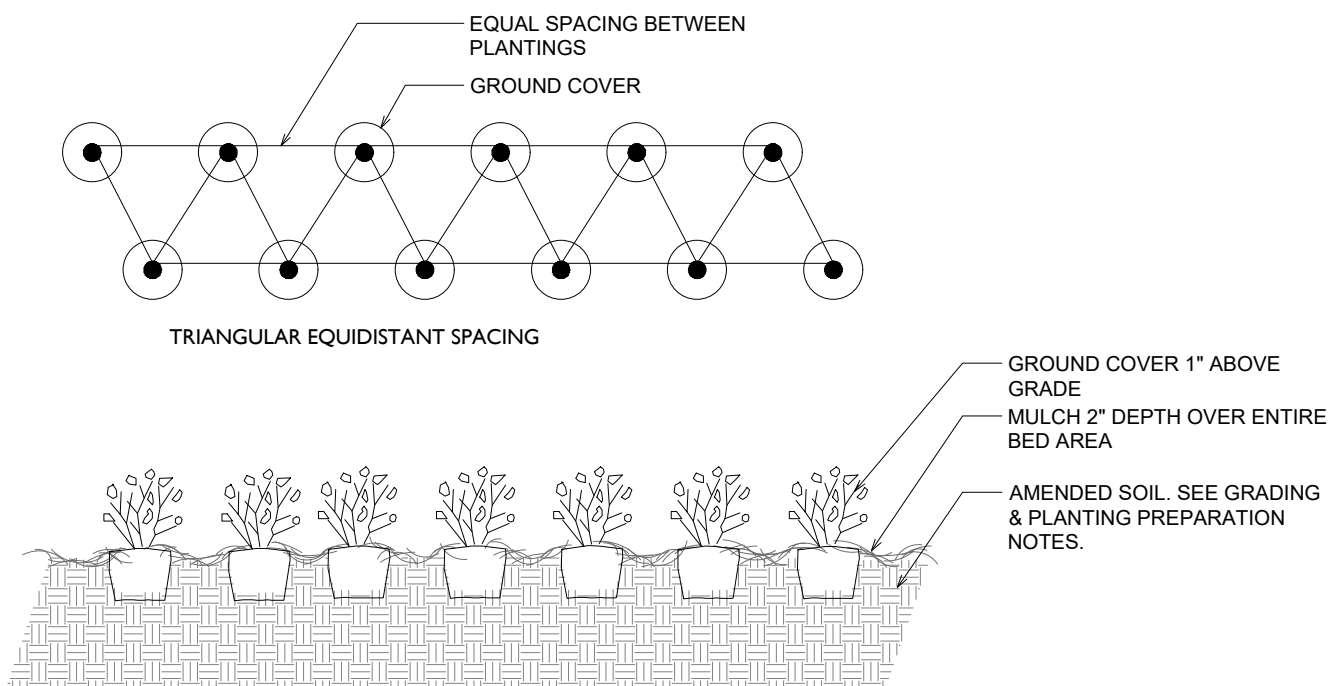
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SCENIC DRIVE

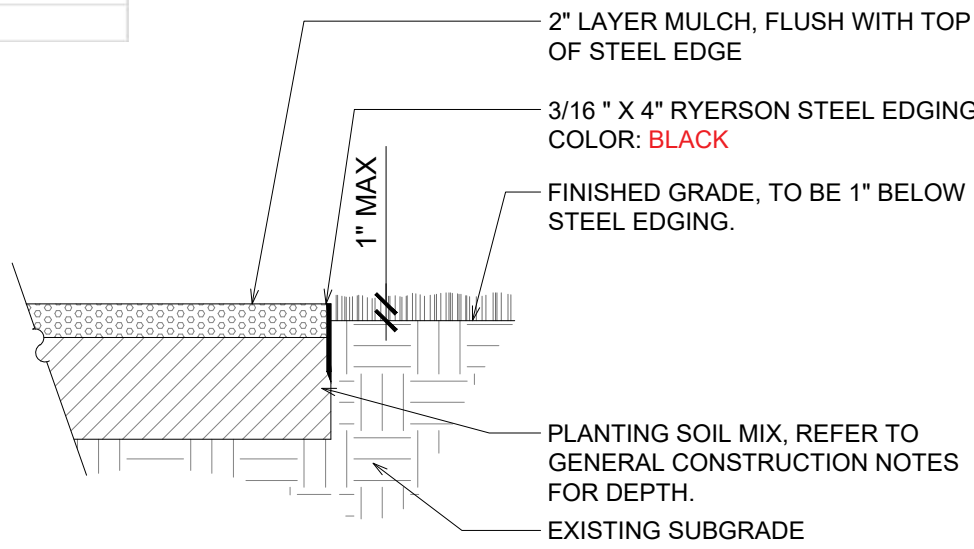


PLANTING SCHEDULE

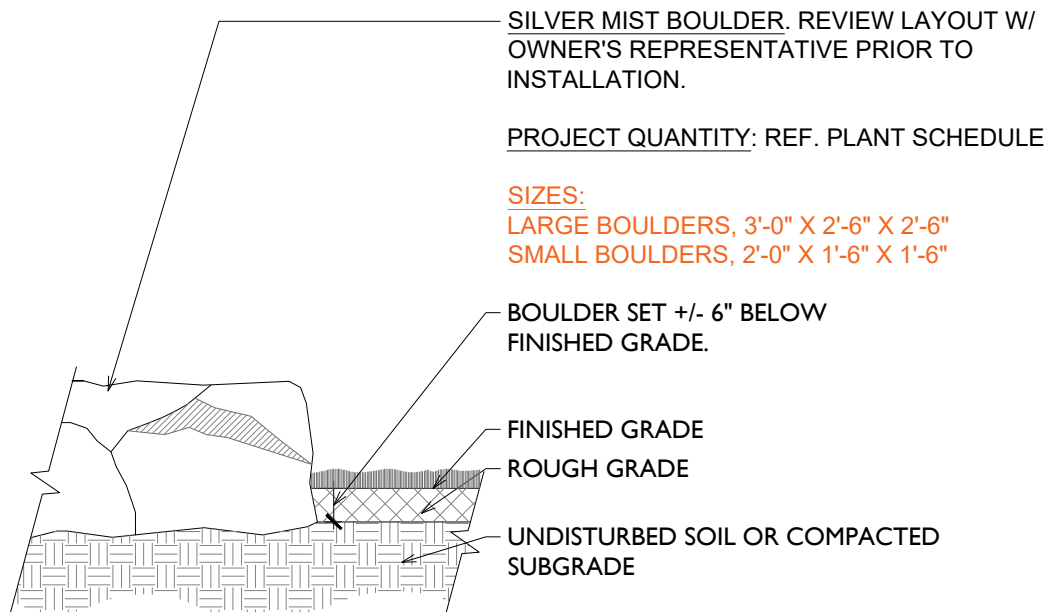
	QTY	Name	CONT	Caliper (min.)	Height (min.)	Spread (min.)	Spacing	Comments	Street Buffer Quantity	Pond Trees
SHADE TREES										
PEC	29	Carya illinoensis / Native Pecan	B&B	3"				Full & Matched, Straight Central Leader	6	20
CO	11	Quercus muhlenbergii / Chinquapin Oak	B&B	3"				Full & Matched, Straight Central Leader	11	
BO	24	Quercus macrocarpa / Bur Oak	B&B	3"				Full & Matched, Straight Central Leader	16	
LO	20	Quercus virginiana / Live Oak	B&B	3"				Full & Matched, Straight Central Leader	16	
WO	24	Quercus nigra / Water Oak	B&B	3"				Full & Matched, Straight Central Leader	3	16
CAN	13	Quercus canbyi / Canby Oak	B&B	3"				Full & Matched, Straight Central Leader	13	
TRO	30	Quercus texana / Texas Red Oak	B&B	3"				Full & Matched, Straight Central Leader	21	
MO	10	Quercus polymorpha / Monterrey Oak	B&B	3"				Full & Matched, Straight Central Leader	10	
CE	49	Ulmus crassifolia / Cedar Elm	B&B	3"				Full & Matched, Straight Central Leader	23	22
WE	4	Ulmus alata / Winged Elm	B&B	3"				Full & Matched, Straight Central Leader	4	
ERC	84	Juniperus virginiana / Eastern Red Cedar	B&B	3"				FTG, Low Branched, Single, Standard	50	
PR	33	Ulmus americana 'Princeton' / Princeton Elm	B&B	3"				Full & Matched, Straight Central Leader	12	15
WAL	14	Juglans nigra / Black Walnut	B&B	3"				Full & Matched, Straight Central Leader	10	4
SH	14	Quercus shumardi / Shumard Oak	B&B	3"				Full & Matched, Straight Central Leader	6	3
BC	23	Taxodium distichum/ Bald Cypress	B&B	3"				Full & Matched, Straight Central Leader		23
TOTAL:	359									
ORNAMENTAL TREES										
EVE	3	Styphnolobium affine / Eve's Necklace	45 gal	3"	7'-8'	5'-6'		Full & Matched	3	
ID	7	Ilex deciduas / Possum Haw	45 gal	see comments	7'-8'	5'-6'		Full, Multi-trunk, 4-5 canes min., .75"-1" cal Ea. Cane min, matched	7	
FLS	17	Rhus lanceolata / Flame Leaf Sumac	45 gal	see comments	7'-8'	5'-6'		Full, Multi-trunk, 4 canes min., .1" cal Ea. Cane min, matched	13	
RB-TX	11	Cercis canadensis var. texensis 'Oklahoma'/ Texas Redbud 'Oklahoma'	45 gal	see comments	10'	6'-7"		Multi-trunk, 3-5 canes min., 1.75"-2" cal. Ea, cane min., Matched	11	
PL	9	Prunus mexicana / Mexican Plum	45 gal	3"	7'-8'	5'-6'		Full & Matched	5	
YH-T	25	Ilex vomitoria / Yaupon Holly	B&B		8'	5'-6'		Field grown, Multi-trunk. 3-5 cranes	20	
TOTAL:	72									
SHRUBS										
AR	44	Abelia x grandiflora 'Rose Creek' / Rose Creek Abelia	3		15"-18"	14"-16"	30"			
DWM	58	Myrica pusilla / Dwarf Southern Wax Myrtle	3		15"-18"	14"-16"	30"			
RY	26	Hesperaloe parviflora / Red Yucca	3		15"-18"	14"-16"	24"			
GRASSES										
BGBA	13,992	Bouteloua gracilis 'Blonde Ambiton" / Blonde Ambition Blue Grama Grass	1				18"			
BM	2,312	Muhlenbergia lindheimeri / Big Muhly Grass	3				48"			
GCM	461	Muhlenbergia capillaris / Gulf Muhly	1		14"-16"	14"-16"	30"			
ISO	117	Chasmanthium latifolium / Inland Sea Oats	1		14"-16"	14"-16"	24"			
SG	1,861	Panicum virgatum 'Heavy Metal' / Heavy Metal Blue Switchgrass	1		14"-16"	14"-16"	36"			
SEEP	6,919	Muhlenbergia reverchonii / Seep Muhly	1		14"-16"	14"-16"	24"			
PERENNIALS										
AS	26	Salvia greggii / Autumn Sage	1				18"			
AST	49	Symphotrichum cordifolium / Fall Aster	1				24"			
BP	8	Penstemon tenuis / Brazos Penstemon	1				15"			
BW	29	Asclepias tuberosa / Butterfly Weed	1				15"			
COL	18	Aquilegia chrysantha var. hinkleyana/ Texas Gold Columbine	1				15"			
GG	36	Packera obovata / Golden Groundsel	1				15"			
GR	7	Rudbeckia maxima / Giant Rudbeckia	1				24"			
HIB	6	Hibiscus coccineus / Texas Star Hibiscus	1				24"			
ISS	7	Salvia x 'Indigo Spires'/ indigo Spires Salvia	1				18"			
LAN	23	Lantana urticoides / Texas Lantana	1				24"			
LIA	56	Liatris spicata/ Gayfeather	1				18"			
MBS	13	Salvia leucantha / Mexican Bush Sage	1				24"			
MF	292	Conoclinium coelestinum / Blue Mistflower	1				18"			
OP	42	Physostegia virginiana/ Obedient Plant	1				18"			
SBB	16	Salvia guaranitica 'Black and Blue' / Black and Blue Salvia	1				24"			
GROUNDCOVERS										
BS	21,342	Carex divulsa / Berkley Sedge	1				15"			
WEBS	5,088	Carex perdentata / Webberville Sedge	1				15"			
SOD/SEED										
	670,551 SF	Cynodon dactylon / Bermuda Grass	Sod		N/A	N/A				
	319,793 SF	Native Seed Mix	Seed							
	154,212 SF	Native Seed Mix	Seed					to be overseeded on existing vegetation		
MISC.										
SE	5,776 LF	Black Steel Edge						Black		
Mulch	48,273 SF	Mulch						Black, 2" depth, no bed prep		



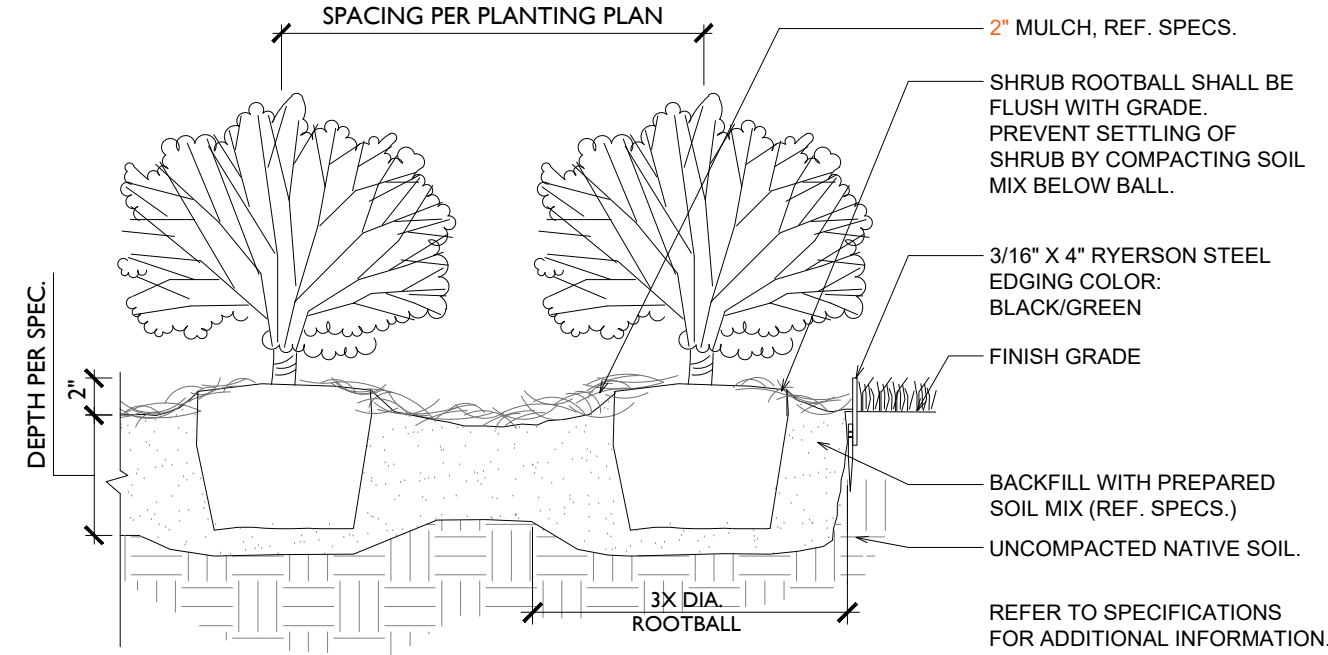
06 GROUNDCOVER PLANTING
N.T.S.



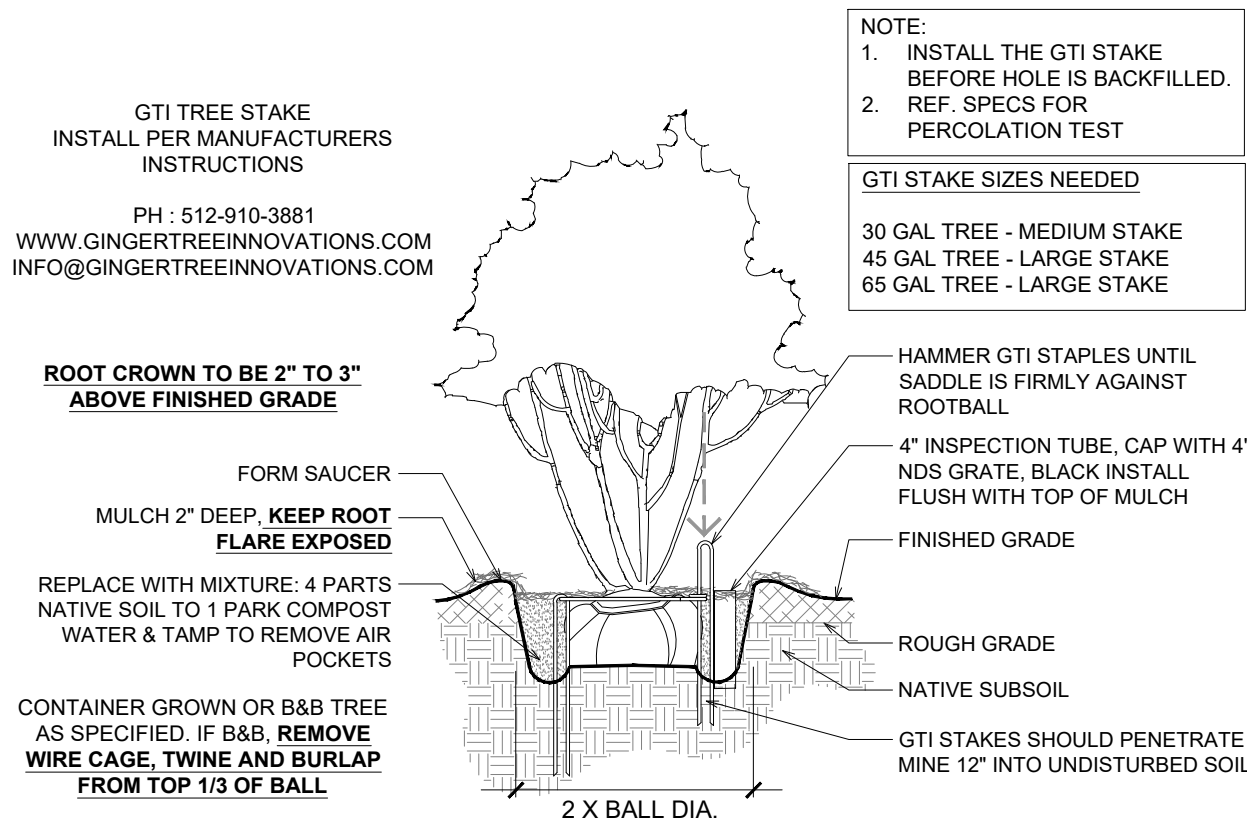
05 STEEL EDGE
N.T.S.



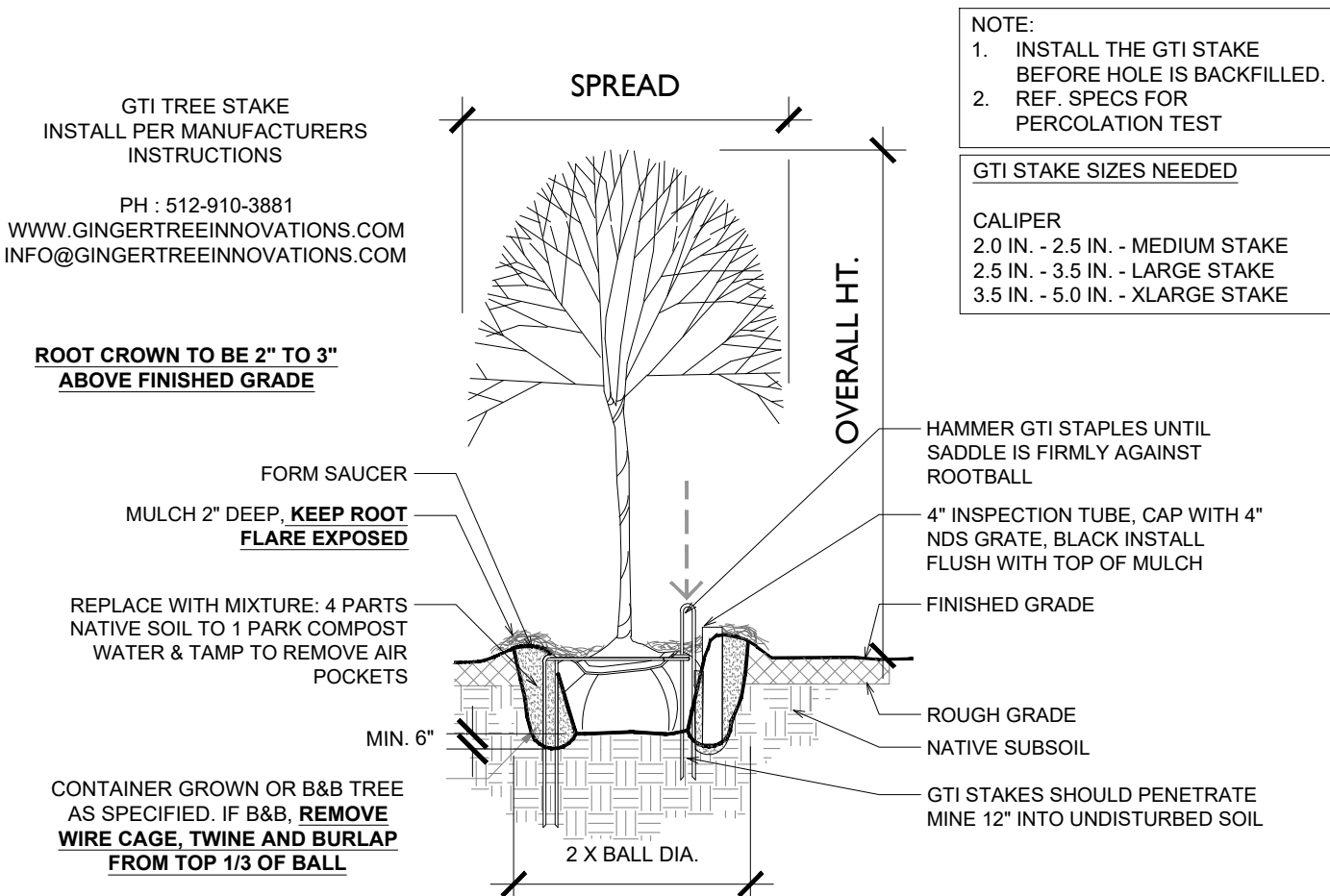
04 LANDSCAPE BOULDER
N.T.S.



03 SHRUB & PERENNIAL BED PLANTING
N.T.S.



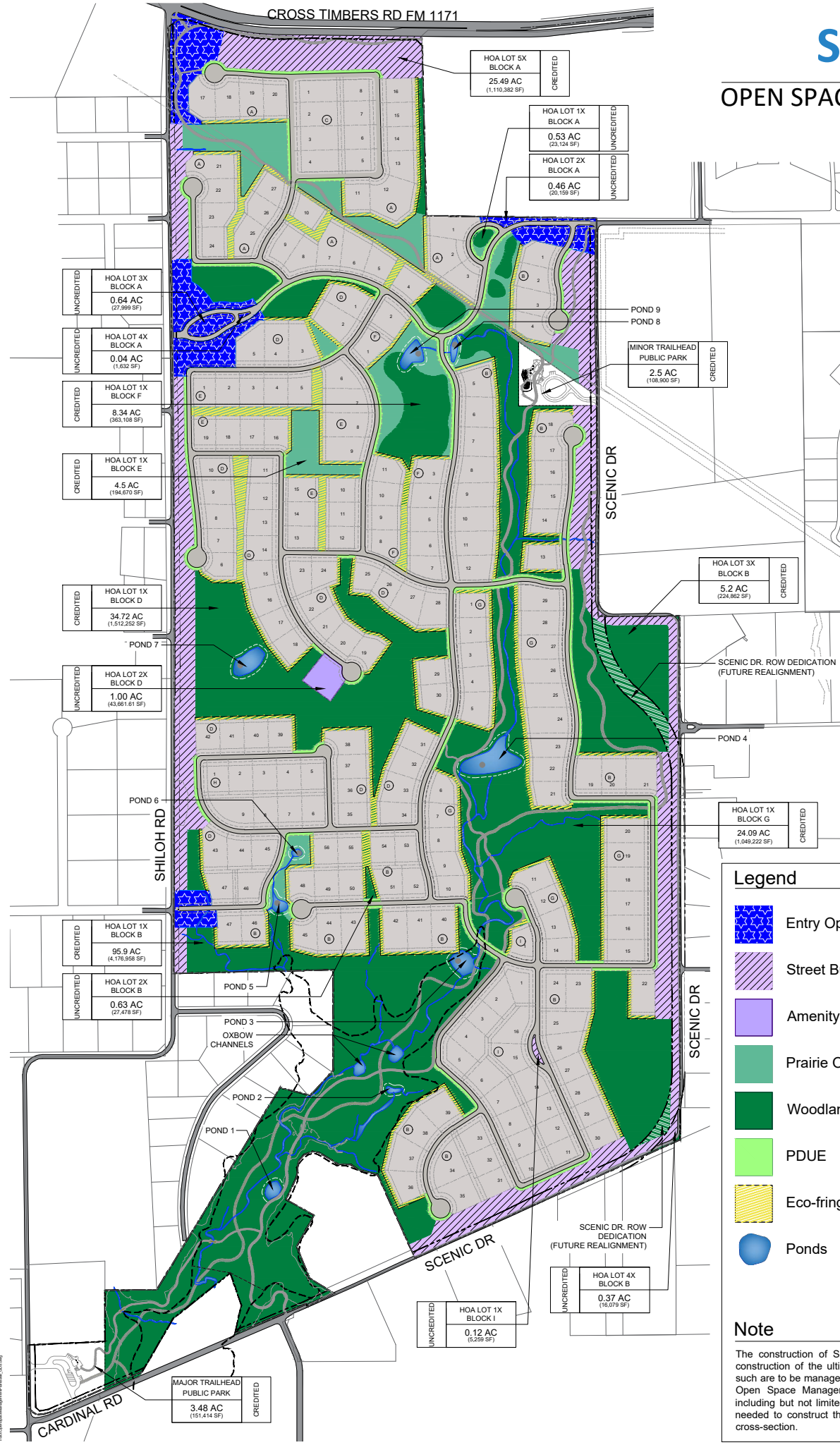
02 ORNAMENTAL TREE PLANTING
N.T.S.



01 CANOPY TREE PLANTING
N.T.S.

OPEN SPACE MANAGEMENT PLAN

Open Space Management Plan Map



Legend

- Entry Open Space
- Street Buffer Open Space
- Amenity Center Open Space
- Prairie Open Space
- Woodland Natural Open Space
- PDUE
- Eco-fringe
- Ponds

Note

The construction of Scenic Drive is not part of this Project. Until the construction of the ultimate Scenic Drive roadway, the areas labeled as such are to be managed and maintained as open space. Furthermore, the Open Space Management Plan Map is subject to Town ordinances, including but not limited to, the required dedication of and improvements needed to construct the ultimate Scenic Drive right-of-way and roadway cross-section.



SMITH TRACT

OPEN SPACE MANAGEMENT PLAN

SITE DESCRIPTION

The Smith Tract spans a total land area of 446.9 acres, with +/-11.6 acres allocated as right-of-way for Rocky Point Road, Cardinal Drive, Shiloh Road, and Scenic Drive along the perimeter, and an additional 23.7 acres designated as right-of-way internal to the development. Excluding the right-of-way dedication, the net land acreage stands at 411.16 acres. Credited Open Space makes up roughly 204.2 acres, surpassing the Town's minimum requirement of 45% open space dedication. Additionally, there are seven (7) parcels totaling approximately +/- 2.8 acres dedicated as open space. However, these parcels are not credited towards the required open space area due to their size, as they fall below minimum size requirement with the threshold being 1% of the project's gross area (4.469 acres).

Finally, Pedestrian and Public Utility Easements within the Open Space contribute an additional +/- 9.5 acres of uncredited open space. The combined area of credited and uncredited open space is approximately +/- 216.4 acres, representing 48.3% of the total land area. For more detailed information, please refer to Exhibit A – Lot Summary.

OBJECTIVE

The objective of the open space management plan is to provide a structured and comprehensive framework for the effective, and balanced management of open spaces specifically targeting the following goals:

Preservation of Natural Resources

Protect and preserve the ecological integrity of open spaces by managing flora, fauna, water resources, and soil health. This involves maintaining biodiversity, preventing soil erosion, and safeguarding the overall health of natural ecosystems.

Recreation and Public Access

Provide opportunities for recreational activities and public access to open spaces. This includes the development and maintenance of trails, picnic areas, playgrounds, and other facilities that encourage community engagement and physical activity.

Aesthetic

Enhance the aesthetic quality of open spaces. This involves maintaining hardscape and landscape improvements to contribute to the overall visual appeal of the area.

Wildlife Habitat Protection

Manage open spaces to support wildlife habitats and contribute to the conservation of local flora and fauna. This includes implementing practices that encourage the nesting, feeding, and migration patterns of wildlife.

Educational Opportunities

Provide educational programs and interpretive signage within open spaces to inform the public about the natural environment, cultural history, and the importance of conservation. Open spaces can serve as outdoor classrooms for environmental education.

Maintenance and Infrastructure:

Develop a plan for regular maintenance of open spaces, including the upkeep of infrastructure, facilities, and landscape features. This ensures that the open spaces remain safe, accessible, and enjoyable for the community.

An effective open space management plan considers the balance between conservation, recreation, and community needs, aiming to create resilient, and vibrant open spaces that contribute positively to the overall quality of life.

MAINTENANCE OF COMMON AREAS

The open space is divided into classifications according to their present state or intended future uses. All Open Space Common Areas (Open Spaces) 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 Smith Tract 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.

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, and reporting standard for the HOA and/or Land Trust to provide an annual open space management report annually to the Town/EEC.

Developer initially, and then HOA after conveyance will engage the services of an ISA certified arborist or certified forester to provide professional guidance and supervision concerning the maintenance of preserved, specimen and protected trees within the open spaces of the community.

MAINTENANCE LEVELS

Level 1: Highly Maintained Landscape

These areas typically include irrigated turfgrass and planted beds in locations of high visibility to the community as a whole. Expect weekly mowing of turf during the growing season, less frequent mowing when grass is dormant. Irrigation frequency targeted toward a "green" appearance throughout the growing season. Annual tree pruning and semi-annual shrub pruning are required. Plant beds receive full maintenance with mulch applications, fertilization, and color changes. All areas include herbicide and pesticide treatments.

Level 2: Lesser Maintained Landscape

These areas typically include turfgrass that may or may not be irrigated and planted beds in locations less visible to the community. Expect an average of twelve mowing annually, more frequent during the growing season, less frequent when dormant. All trails, concrete walks, and roads not located in a Level 1 maintenance zone are to be maintained at a Level 2. Trails and walks to include a 5' wide mowed strip. Roadways to include 10' wide strip when adjacent to open space. Supplemental watering may be used to ensure survival of turf and plantings, but not to achieve a "green" appearance. Annual tree maintenance & semi-annual ground plant maintenance are required.

Level 3: Cultivated Texas Landscape

These areas typically include non-irrigated areas where revegetation with native grasses and/or wildflowers has occurred. These areas are to be cleaned of debris and "park cleared" to a mowable height of eight inches. Expect seasonal mowing of native areas (refer to Native Prairie Open Space for timing and frequency). Tree canopy heights will be raised to 6' above ground surface elevation. Annual tree maintenance will apply.

Level 4: Native Texas Landscapes

These areas will be, for the most part left in their natural condition. These areas will not be irrigated. Tree maintenance to be performed for safety to remove hazardous conditions. These areas include wildlife habitats where no on-going maintenance and no disturbance will occur. These areas will require little to no maintenance.

OPEN SPACE CLASSIFICATIONS

The maintenance and management of the Open Spaces will be the responsibility of the HOA Board of Directors. Refer to *Exhibit B – Open Space Management Plan Map*. The Open Spaces and their care will be as follows:

Entry Open Space

Areas with this designation are situated at highly visible corners and entrances to the community. The entry open spaces feature an enhanced, manicured native landscape, as well as entry monuments, stone monument features, and entry fencing.

Maintenance:

1. Maintenance Level 1 Highly Maintained
2. Service and repairs of all entry monuments, stone monument features, and entry fencing.

Uses:

1. At the most basic level, these locations serve as the ingress and egress point for all residents, guests, and visitors; however, their highest function is to serve as the first impression/ front door into community.
2. Wayfinding and sense of arrival.
3. Visual representation of the community's identity. Landscaping, and signage create a distinct and recognizable image, contributing to the community's character and branding.

Street Buffer Open Space

Areas with this designation are situated at the outer edges of the community. The vision for landscape improvements within this zone aims to transition introduced manicured landscapes and hard edges of entries and infrastructure back to existing vegetation. This process includes screening and directing views to preserved scenic vistas. The Street Buffer Open Space incorporates hardscape elements like stone monument features, fencing, trails, and walks. These spaces also feature enhanced landscaping transitioning to the existing landscape, required street trees, preserved existing trees, preserved natural features, and preserved existing vegetation.

Maintenance:

1. Maintenance Levels 1-4
2. Maintenance of the Street Buffer Open Space follows a gradient that corresponds to the designed transition from manicured landscapes at the Entry Open Spaces to the natural existing vegetation.
3. Service and repairs of all stone monument features, and fencing.
4. Limited grading may be performed to install passive amenities, including but not limited to decomposed granite trails, concrete trails, concrete sidewalks, equestrian trails, infrastructure, or seating areas.

Uses:

1. Similar to traditional development, the Street Buffer Open Space functions as a transitional zone between the roads and the community, bridging the gap between existing and new elements, and connecting new construction with preserved existing landscapes. In addition to its conventional purpose, the Street Buffer Open Spaces will also play a crucial role in preserving, protecting, and enhancing existing natural lands and environmental features, as well as safeguarding scenic views.
2. The areas may also be used for hiking, wildlife observation, and other passive recreation.

Prairie Open Space

Designated areas internal to the community, situated away from the edges, lack significant tree cover and have been disturbed by prior activities on the site, such as over-grazing, gas wells, and gas easements. As they are not part of the ancient Cross Timbers Habitat, preservation in their current state is not necessary. However, native existing tree stands and existing natural features will be preserved. These areas will be re-vegetated with native grasses and wildflowers.

Maintenance:

1. Maintenance Level 3- Cultivated Texas Landscape
2. Limited grading may be performed to install passive amenities, including but not limited to concrete trails, concrete sidewalks, decomposed granite trails, equestrian trails, infrastructure, or seating areas.
3. Vegetation Management:
 - o Restoration Phase
 - Over-seed existing vegetation with native grasses and wildflowers seasonally. The developer and HOA to create a schedule to coincide with appropriate seasonal timing. Developer and HOA to seek consultant supervision and information regarding appropriate seeding measures and specifications. As a general rule, perennial forbs seed is planted during the fall (October-November), while native grass seed should be planted in late winter/ early spring (January – April).
 - In the early stages of establishing the native prairie, it may be necessary to mow more frequently to control invasive species and encourage the establishment of native vegetation. Adjust the mowing height to favor the growth of native species. Mow native prairies two (2) to three (3) times per year during the first few years.
 - Monitor prairie monthly for presence of invasive/ undesirable species and treat any that are found.
 - o Established Native Prairie
 - Once the native prairie is well-established, the frequency of mowing should decrease. In some cases, it might be sufficient to mow every 2-3 years or even less frequently. Mow established native prairies a maximum of three (3) times per year.
 - The timing of mowing is crucial. Mowing during the growing season (spring to early summer) can help control aggressive non-native species and promote native plant growth. Avoid mowing during the flowering and seed-setting periods to allow for natural seed dispersal.
 - Consider mowing paths for active engagement with the prairie landscape.
 - Continue to over-seed until native prairie restoration goals have been achieved.
 - Consider the needs of wildlife when planning mowing activities. Leaving some areas uncut can provide habitat and food sources for wildlife.
 - Monitor prairie for presence of invasive and undesirable species and treat any that are found.
 - In some cases, prescribed burns may be used instead of or in conjunction with mowing. Both methods can help maintain the health of a native prairie, and the frequency of prescribed burns may influence the need for mowing. Town of Flower Mound's Fire Department must be included in any discussions of potential prescribed burns
4. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

Uses:

1. In combination with the Buffer Open Space areas and Native Open Space areas, the Wooded Natural Open Space areas contribute to the preservation of rural vistas.
2. The areas may also be used for hiking, outdoor learning, wildlife observation, and other passive recreation.

Wooded Natural Open Space

Areas with this designation have been identified either as Upland Habitat or as having a minimum 20% tree canopy coverage on the lot, featuring a predominant matrix of tree species listed in the Town's protected tree list. The densely wooded areas of the site are dominated by post oak (*Quercus stellata*), blackjack oak (*Quercus marilandica*), cedar elm (*Ulmus crassifolia*), and eastern red cedar (*Juniperus virginiana*). As you move from the uplands down to the unnamed tributary to Denton Creek, other notable species such as American Elm (*Ulmus americana*) and Green Ash (*Fraxinus pennsylvanica*) become more prevalent. These open spaces may include steep slopes, riparian habitat, and upland wooded habitat.

Maintenance:

1. Maintenance Level 4--Native Texas Landscape
2. To the greatest extent possible, these open spaces will remain primarily in their natural state with all wildlife habitats virtually undisturbed.
3. Limited grading may be performed to install passive amenities, including but not limited to concrete trails, trail water crossings, concrete sidewalks, decomposed granite trails, equestrian trails, infrastructure, or seating areas.
4. Limited clearing shall be performed to accommodate improvements within this open space.
5. Maintenance in these areas will be focused on the management of vegetation to prevent overgrowth and/or debris from impeding roadways, trail corridors, and natural drainage ways.
6. Densely forested areas will be under the supervision of an ISA certified arborist or certified forester retained by the Developer and/ or the HOA.
7. Tree maintenance to be performed for safety and to remove hazardous conditions.
8. These areas will not be irrigated.
9. Eco-fringe (40' max) buffer within this zone may be maintained regularly to a maximum depth of 20' from a residential lot line.

Uses:

1. In combination with the Buffer Open Space areas and Native Open Space areas, the Wooded Natural Open Space areas will contribute to the preservation of rural vistas.
2. The areas may also be used for hiking, horseback riding, outdoor learning, wildlife observation, and other passive recreation.

Eco-Fringe

Areas with this designation occur where residential lots abut Prairie Open Space and/ or Wooded Natural Open Space. The Eco-Fringe serves as a twenty-foot transitional buffer between HOA maintenance and private maintenance of individual lots. The Eco-Fringe designation was created as a mechanism to grant homeowners directly adjacent to the open space limited maintenance rights.

Maintenance:

1. Maintenance Level - As defined by the open space classification adjacent to the defined Eco-Fringe.
2. Initial restoration may be done by the developer. The conservation, restoration, and maintenance will be overseen by the HOA.

Private maintenance of the Eco-Fringe is expressly limited to the following:

1. Removal of debris, downed limbs, and trash
2. removal of vines such as poison ivy, green briar, Carolina snailseed, and virginia creeper. All vines managed by homeowners should be managed by mechanical means.
3. Removal of invasive and non-native brush
4. Eco-fringe areas may be seeded with native species.
5. Contact the Town of Flower Mound Environmental Services before any work is done within the Native Prairie Open Space or Wooded Natural Open Space.
6. For removal of invasive or non-native trees, Homeowner must obtain approval from HOA for any tree larger than 2" Diameter at Breast Height (DBH). All applicable permits and regulations shall be considered and executed.

Ponds

Areas with this designation are located adjacent to the existing pond edges. The ponds are to be preserved, protected, and enhanced. Improvements will be properly permitted and constructed to minimize impacts to the existing surrounding habitat.

Maintenance:

1. Maintenance Level - As defined by the open space classification pond is located within.
2. The HOA is permitted to improve and maintain existing ponds in accordance with Chapter 299 of the Texas Administrative Code.
3. In order to maintain the structure as an aesthetic resource for the community with a healthy abundance of aquatic life, HOA is permitted to perform work as required, however, work is subject to inspection and approval by all appropriate governmental authorities.
4. HOA is permitted to use biological, chemical and mechanical means of preserving the aquatic health of ponds.
5. A (20) foot width maintenance buffer at the perimeter of the water edge will be maintained.

PDUE

Open Space located adjacent to the street ROW and identified on the plat. Located along streets abutting open spaces 17'-0" width offset from the ROW. These are areas that occur in all the open space classifications.

Maintenance:

1. Maintenance Level - As defined by the open space classification adjacent to the defined PDUE.
2. Option 1 Sodded with Buffalo Grass or Bermuda Grass
3. Option 2 Reference Native Prairie Open Space above with the addition of Curlex erosion control blanket.
4. Supervision and maintenance of culverts or other natural drainage structures.

Uses:

1. Pedestrian access throughout the open spaces for the residents and guests
2. Drainage and utilities

SMITH TRACT TOTAL AREA

446.9 acres

Lot Table

Lot		Square Feet	Acreage
Residential Lot Area Total		8,459,352	194.2
HOA Amenity Center Lot 1X		43,662	1.0
Total		8,503,014	195.2

RESIDENTIAL AND AMENITY CENTER LOT AREA TOTAL

195.2 acres

SMITH TRACT TOTAL AREA - DEDICATED ROW - COMBINED OPEN SPACE AREA

REQUIRED OPEN SPACE AREA

201.1 acres

GROSS LAND AREA X 0.45

Perimeter Dedicated Right of Way per Town Masterplan

Street Name	Block		Acreage
Rocky Point & Cardinal	ROW		0.7
Scenic Drive	ROW		6.8
Shiloh Road	ROW		4.1
Total			11.6

PERIMETER DEDICATED RIGHT OF WAY

11.6 acres

PER TOWN MASTERPLAN

Internal Dedicated Right of Way

Street Name	Block	Square Feet	Acreage
Internal ROW Dedication	ROW	439,323	23.7
Total		439,323	23.7

INTERNAL DEDICATED RIGHT OF WAY

23.7 acres

INTERNAL TO THE DEVELOPMENT

Open Space Lot Area Table - CREDITED

Lot	Block	Square Feet	Acreage
1X	D	1,512,252	34.7
1X	E	194,670	4.5
1X	B	4,176,958	95.9
1X	G	1,049,222	24.1
1X	F	363,108	8.3
3X	B	224,862	5.2
5X	A	1,110,382	25.5
Total		8,631,455	198.2

Dedicated Park Land Area Table - CREDITED

Lot		Square Feet	Acreage
Public Park - Minor Trailhead		108,900	2.5
Public Park - Major Trailhead		151,414	3.5
Total		260,314	6.0

OPEN SPACE AREA CREDITED

204.2 acres

OPEN SPACE AREA CREDITED TOWARDS MINIMUM OPEN SPACE AREA REQUIREMENT

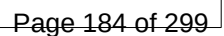
Open Space Lot Area Table - UNCREDITED

Lot	Block	Square Feet	Acreage
1X	J	5,259	0.1
1X	A	23,124	0.5
2X	B	27,478	0.6
2X	A	20,159	0.5
3X	A	27,999	0.6
4X	B	16,079	0.4
4X	A	1,632	0.0
P.D.U.E @ Open Space		412,543	9.5
Total		534,273	12.3

OPEN SPACE AREA UNCREDITED

12.3 acres

OPEN SPACE AREA NOT CREDITED TOWARDS MINIMUM OPEN SPACE AREA REQUIREMENT



Seed Mixes

Native grasses and wildflower seed mixes 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.



TOWN COUNCIL AGENDA K.7. REGULAR ITEM(S)

DATE: May 20, 2024
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP23-0022) for one hundred and twenty-nine (129) specimen trees on property proposed for development as Smith Tract Conservation. The property is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. (The Environmental Conservation Commission recommended approval by a vote of 4 - 3 at its April 2, 2024, meeting.)**

BACKGROUND: The proposed Smith Conservation development is generally located south of Cross Timbers Road, east of Shiloh Road, and west of Scenic Drive. The site is approximately 447 acres in size. The site is currently zoned for Agricultural uses and master planned for Cross Timbers Conservation Development District. The applicant is requesting to rezone the property to Planned Development District No.197 (PD-197) for a conservation development.

According to the tree survey for the project, the site contains six hundred and forty-eight (648) specimen trees. The applicant is requesting to remove one hundred and twenty-nine (129) specimen trees from the site to build a residential subdivision. The specimen trees proposed for removal are in good, fair, or poor condition and are located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be mitigated at a rate of two times their caliper inches. The tree ordinance also provides for preservation credits for protected trees, specimen trees and habitat preserved on the site. Based on their size, 6,520 inches of replacement trees, equaling 2,174 three-inch caliper trees, is the mitigation total for the removal of one hundred and twenty-nine (129) specimen trees on this site. In addition, protected trees removed from the buildable area also require mitigation at a tree-for-tree rate. Protected tree mitigation / replacement will be determined with the subdivision site plan application – once final engineering has been completed for the project. The developer is proposing to preserve a significant number of existing protected trees, specimen trees, and upland habitat on the site, so there will be mitigation credits available for the preservation of those trees and habitat.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its April 2, 2024, meeting. The ECC recommended approval of the requested permit to remove one hundred and twenty-nine specimen trees. The ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/301646>.

ALTERNATIVES: The Town Council may approve or deny the requested tree removal permit or 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. Tree Survey

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

memo

Project Name: Smith Tract

To: James Hoefert ISA# TX-4565A
Environmental Review Analyst
Town of Flower Mound, Texas
From: Paul Cozzolino
Date: November 10, 2023
Re: Letter of Intent

Mr. Hoefert,

Please accept this as our Letter of Intent (LOI) for the removal of specimen trees on the Smith Tract Development Site. These trees are being removed due to their location within the buildable area of the development.



Paul Cozzolino, PLA
Green Door Studio, Principal



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:

Paul Cozzolino

Address:

P.O. Box 38415

Dallas, TX 75238

Phone:

972-855-8705

Applicant's Legal Interest in the Property:

Design Professional

2. Property Owner(s)

Name(s): Bob Smith Management Company, LTD

Address: 3811 Turtle Creek Blvd, Suite 750

Dallas, TX 75219

3. Location and Legal Description of Property:

Located at the southeast corner of 1171 & Shiloh Road

Legal Description attached

4. Owner's Authorization of Representation

I, _____, the owner of the above described real property, do hereby authorize _____ to represent my interests and to file an Application for Tree Removal Permit for said real property, pursuant to the terms and provisions of Chapter 94 (Trees), of the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances.

Please see included Letter of Authorization. Per Jimmy Hoefert at the Town of Flower Mound, he said that this could be included in lieu of having the application signed.

Signature of Owner

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20___

Notary Public
In and For _____ County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I _____, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant

Landscape Architect License No. _____
State of Licensure _____
Or ISA Certified Arborist No. _____
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the ___ Day of _____, 20___

Notary Public
In and For _____ County, Texas

6. Received by Town of Flower Mound on (Date) 11/13/2023 by (initials) JRH.

BEING all that certain 447.238 acre tract or parcel of land, lying and being situated in the County of Denton, State of Texas, and being all of the land that was conveyed to Bob Smith Management Company, Ltd., as Tract 1 and Tract 2, a called 290.31 acre and a called 193.230 acre tract, by deed recorded in County Clerk's File No. (CCFN) 97-0089454, Official Public Records, Denton County, Texas, of out of the N.A. Thompson Survey, Abstract No. 1307, the L. K. Heath Survey, Abstract No. 1597, the M.E.P. & P.R.R. Company Survey, Abstract 935, SAVE AND EXCEPT that portion deeded to the Town of Flower Mound recorded in Volume 5232, Page 3334 and Volume 5232, Page 3340, Real Property Records, Denton County, Texas, and filed 05/07/2009, recorded under CCFN 2009-55119 and CCFN 2009-55118, Real Property Records, Denton County, Texas, and that property conveyed to Lewisville Independent School District by Special Warranty Deed filed 06/04/2008, recorded under CCFN 2008-61156, said Real Property Records, and that property conveyed to the County of Denton in Special Warranty Deed filed 10/26/2007, recorded in CCFN 2007-126808, said Real Property Records, and that certain 10 acre tract conveyed to CNIK LLC by Special Warranty Deed filed 12/29/2017, recorded in CC#2017-159457, Real Property Records, Denton County, Texas, and said 447.238 acre tract of land being more particularly described as follows:

BEGINNING at an 'X' cut found for the southwest corner of said right-of-way dedication to the County of Denton (Part One), same being in the approximate centerline of Shiloh Road (a prescriptive right-of-way), same being the south end of a corner clip at the intersection of said Shiloh Road with the south right-of-way line of F.M. 1171 (a variable width public right-of-way), same being the most westerly northwest corner of the herein described tract;

THENCE along the south right-of-way line of said F.M. 1171, and along the north line of the herein described tract, as follows:

North 55 deg. 11 min. 34 sec. East, 73.80 feet to the north end of said corner clip;

South 88 deg. 52 min. 37 sec. East, 73.87 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found;

South 69 deg. 55 min. 38 sec. East, 59.76 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for the beginning of a non-tangent curve to the left having a radius of 1508.57 feet, and a delta angle of 07 deg. 18 min. 28 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 192.41 feet, and a chord bearing and distance of South 73 deg. 37 min. 51 sec. East, 192.28 feet to angle point;

South 74 deg. 25 min. 13 sec. East, 68.81 feet to a disturbed 1/2 inch iron rod found;

South 77 deg. 02 min. 33 sec. East, 69.10 feet to a TXDOT Monument found for the beginning of a non-tangent curve to the left having a radius of 1518.57 feet, and a delta angle of 05 deg. 12 min. 39 sec.;

In a southeasterly direction, and along said non-tangent curve to the left, an arc distance of 138.11 feet, and a chord bearing and distance of South 85 deg. 05 min. 52 sec. East, 138.06 feet to a TXDOT Monument found;

North 86 deg. 58 min. 56 sec. East, 67.90 feet to a TXDOT Monument found;

South 89 deg. 17 min. 32 sec. East, 65.63 feet to an 'X' cut found in concrete;

North 86 deg. 20 min. 47 sec. East, 65.75 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found;

South 89 deg. 17 min. 32 sec. East, 699.07 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for the southeast corner of said County of Denton tract, Part Two, same being in an east line of said Bob Smith Management Company tract;

South 43 deg. 54 min. 55 sec. East, 49.98 feet to an X cut found for the most westerly northwest corner of that certain tract of land to JAHR Ranch, LLC, by deed recorded in CCFN 2017-79179, aforesaid Official Public Records;

THENCE along the common line of said Bob Smith Management Company tract, said JAHR Ranch tract as follows:

South 01 deg. 21 min. 29 sec. East, 1055.88 feet to a 1/2 inch iron rod found for an internal corner of said Bob Smith Management Company tract, same being the southwest corner of said JAHR Ranch tract;

South 89 deg. 08 min. 43 sec. East, 1056.55 feet to a 1/2 inch iron rod found for a northeast corner of said Bob Smith Management Company tract, same being on the northwest side of an easterly bend in Scenic Drive (a prescriptive right-of-way);

THENCE South 00 deg. 16 min. 13 sec. East, along the east line of said Bob Smith Management Company tract, and generally along Scenic Drive, a distance of 2473.07 feet to a 5/8 inch iron rod found for the southeast corner of said Bob Smith Management Company Tract 2, same being in the north line of said Bob Smith Management Company Tract 1, same being on the southwest side of an easterly bend in said Scenic Drive;

THENCE North 89 deg. 44 min. 07 sec. East, continuing along the common line of said Bob Smith Management Company tract, and generally along Scenic Drive, a distance 504.34 feet to a 5/8 inch iron rod found with "GSFC INC." cap found from which a 5/8 inch iron rod with "RPLS 4804" cap found bears South 31 deg. 02 min. West, 3.32 feet for a northeast corner of said Bob Smith Management Company tract, same being on the northeast side of a southerly bend in said Scenic Drive, same being the northeast corner of said Bob Smith Management Company Tract 1;

THENCE South 00 deg. 04 min. 51 sec. East, continuing along the common line of said Bob Smith Management Company tract, and generally along Scenic Drive, a distance of 3251.84 feet to a 1/2 inch iron rod found for the southeast corner of said Bob Smith Management Company tract, same being on the south side of a southwesterly bend in said Scenic Drive;

THENCE South 65 deg. 55 min. 13 sec. West, continuing along the common line of said Bob Smith Management Company tract, and generally along Scenic Drive, a distance of 1804.72 feet to the southeast corner of a right-of-way dedication recorded in CCFN 2018-323, said Official Public Records;

THENCE North 24 deg. 37 min. 29 sec. West, along the common line of said Bob Smith Management Company tract, said Scenic Drive, and said right-of-way dedication (CCFN 2018-323), passing a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for the northeast corner of said right-of-way dedication (CCFN 2018-323), same being the southeast corner of Block A, CNIK Addition, an Addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in CCFN 2023-332, aforesaid Official Public Records, and continuing along the common line of said Bob Smith Management Company tract and said Block A, a total distance of 549.84 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

THENCE continuing through the interior of said Bob Smith Management Company tract and along said Block A as follows:

North 75 deg. 54 min. 44 sec. West, 125.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

North 54 deg. 51 min. 44 sec. West, 55.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

North 88 deg. 02 min. 04 sec. West, 80.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

North 59 deg. 24 min. 24 sec. West, 137.00 feet to an angle point;

North 80 deg. 39 min. 54 sec. West, 42.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 70 deg. 29 min. 16 sec. West, 55.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 40 deg. 22 min. 56 sec. West, 55.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 05 deg. 57 min. 16 sec. West, 100.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 24 deg. 49 min. 06 sec. West, 155.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 61 deg. 12 min. 54 sec. East, 200.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 28 deg. 47 min. 06 sec. West, 220.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 22 deg. 35 min. 04 sec. East, 215.00 feet to a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for angle point;

South 58 deg. 59 min. 14 sec. East, passing a 1/2 inch iron rod with orange plastic cap stamped "G&A" found for the southwest corner of said Block A, same being the northwest corner of aforesaid right-of-way dedication (CCFN 2018-323), same being in the northwesterly right-of-way line of aforesaid Scenic Drive, and continuing along the common line of said Bob Smith Management Company tract, said right-of-way dedication (CCFN 2018-323), and said Scenic Drive, a total distance of 157.74 feet to the southeasterly line of said Bob Smith Management Company tract, same being in said Scenic Drive;

THENCE South 65 deg. 55 min. 13 sec. West, along the common line of said Bob Smith Management Company tract and generally along Scenic Drive, a distance of 174.33 feet to a nail found in asphalt for the southeast corner of aforesaid right-of-way dedication to the Town of Flower Mound (CCFN 2008-55119);

THENCE North 24 deg. 04 min. 48 sec. West, along said Town of Flower Mound tract, a distance of 16.77 feet to the northeast corner of said Town of Flower Mound tract, same being in the north right-of-way line of Cardinal Drive (a variable width right-of-way);

THENCE South 67 deg. 27 min. 08 sec. West, continuing along said Town of Flower Mound tract, and along the north right-of-way line of said Cardinal Drive, a distance of 478.37 feet to the northwest corner of said Town of Flower Mound tract, same being in the east line of that certain tract of land to USA Corps of Engineers, Tract D-304, Grapevine Reservoir;

THENCE along the common line of said Bob Smith Management Company tract, and said USA Corp of Engineers tract as follows:

North 12 deg. 54 min. 05 sec. East, 178.40 feet to a Corps of Engineers Monument found for an angle point;

North 18 deg. 34 min. 14 sec. West, 212.98 feet to a Corps of Engineers Monument found for the north corner of said USA Corp of Engineers tract;

South 51 deg. 27 min. 40 sec. West, 455.81 feet to a Corps of Engineers Monument found for an angle point;

South 30 deg. 06 min. 00 sec. West, 380.91 feet to the northeast corner of a right-of-way dedication to the Town of Flower Mound (CCFN 2008-55118);

THENCE along the south line of the herein described tract, and along the north line of said Town of Flower Mound tract, and the north right-of-way line of said Cardinal Drive as follows:

South 66 deg. 13 min. 47 sec. West, 626.74 feet to the beginning of a non-tangent curve to the right having a radius of 270.00 feet, and a delta angle of 17 deg. 57 min. 22 sec.;

In a southwesterly direction, and along said non-tangent curve to the right, an arc distance of 84.62 feet, and a chord bearing and distance of South 80 deg. 21 min. 42 sec. West, 84.27 feet to a 1/2 inch iron rod found for the south end of a corner clip at the intersection of said Cardinal Drive with Rocky Point Road (a prescriptive right-of-way);

North 52 deg. 14 min. 46 sec. West, 57.41 feet along said corner clip to the north end of said corner clip, same being in the west line of said Bob Smith Management Company tract, same being in the approximate center of said Rocky Point Drive, from which an 'X' cut found bears South 85 deg. 45 min. East, 3.63 feet;

THENCE North 00 deg. 34 min. 01 sec. West, along said Rocky Point Road, a distance of 397.83 feet to a northwest corner of said Bob Smith Management Company tract;

THENCE North 87 deg. 23 min. 12 sec. East, passing at a distance of 33.76 feet a 1/2 inch iron rod found for the southwest corner of that certain tract of land to Mark Friedlander, by deed recorded in Volume 4597, Page 869, said Deed Records, and continuing a total distance of 475.41 feet to a 5/8 inch iron rod found for the southeast corner of said Friedlander tract;

THENCE North 00 deg. 06 min. 12 sec. East, continuing along the common line of said Bob Smith Management Company tract, and said Friedlander tract, a distance of 319.02 feet to the most southerly southwest corner of aforesaid Lewisville Independent School District tract;

THENCE North 89 deg. 49 min. 06 sec. East, along the south line of said Lewisville Independent School District tract, a distance of 320.26 feet to a 5/8 inch iron rod found for the southeast corner of said Lewisville Independent School District tract, same being the south corner of North Shores Estates, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet N, Page 188, Plat Records, Denton County, Texas;

THENCE along the common line of said Bob Smith Management Company tract, and said North Shores Estates as follows:

North 31 deg. 23 min. 21 sec. East, 1470.57 feet to an angle point;

South 76 deg. 03 min. 10 sec. East, 194.70 feet to an angle point;

North 42 deg. 26 min. 50 sec. East, 209.20 feet to an angle point;

North 00 deg. 01 min. 10 sec. West, 625.30 feet to a 1/2 inch iron rod found for an internal angle of said Bob Smith Management Company tract;

South 88 deg. 40 min. 40 sec. West, passing a 5/8 inch iron rod found at a distance of 942.00 feet, and continuing a total distance of 990.86 feet to an 'X' cut found for a southwest corner of said Bob Smith Management Company tract, same being in the approximate center of aforesaid Shiloh Road;

THENCE North 00 deg. 12 min. 08 sec. East, along the west line of said Bob Smith Management Company tract, and generally along Shiloh Road, a distance of 2207.76 feet to the common west corner of said Bob Smith Management Company Tract 1 and 2;

THENCE North 00 deg. 39 min. 42 sec. West, continuing along the west line of said Bob Smith Management Company tract, and generally along said Shiloh Road, a distance of 3672.16 feet to the POINT OF BEGINNING and containing 447.238 acres of computed land, more or less.

Letter of Authorization

Smith Tract ~ 446.9 Acres

Sally Smith Mashburn, acting as President, do hereby authorize the following individuals and organizations to act on behalf of Bob Smith Management Company, LTD. and specifically to seek variances from the Oil and Gas Board of Appeals, cluster development zoning, planned development, development plan, platting and engineering plans of said 446.9-acre tract of land located within the Thompson Survey, Abstract No. 1307, the L. K. Heath Survey, Abstract No. 1597 and the M.E.P & P.R.R. Company Survey, Abstract No. 935, in the Town of Flower Mound, Denton County, Texas.

Pape-Dawson Consulting Engineers, LLC.
6105 Tennyson Parkway, Suite 210
Plano, Texas 75024
(214) 420-8494

Toll Brothers, Inc.
2555 SW Grapevine Pkwy. Ste. 100
Grapevine, Texas 76051
(817) 329-8770

Michael Dowdey, P.E.
Aaron Hunsaker
Thomas Moss, P.E.

Mike Boswell, Toll Brothers
Rebecca Mayorga, Toll Brothers
Ron Robbins, Toll Brothers

AUTHORIZED BY:

Bob Smith Management Company, LTD.,
a Texas limited partnership

By: Bob Smith Management Company, LTD.,
its General Partner

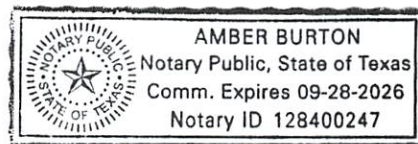
By: 
Name: Sally Smith Mashburn
Title: President

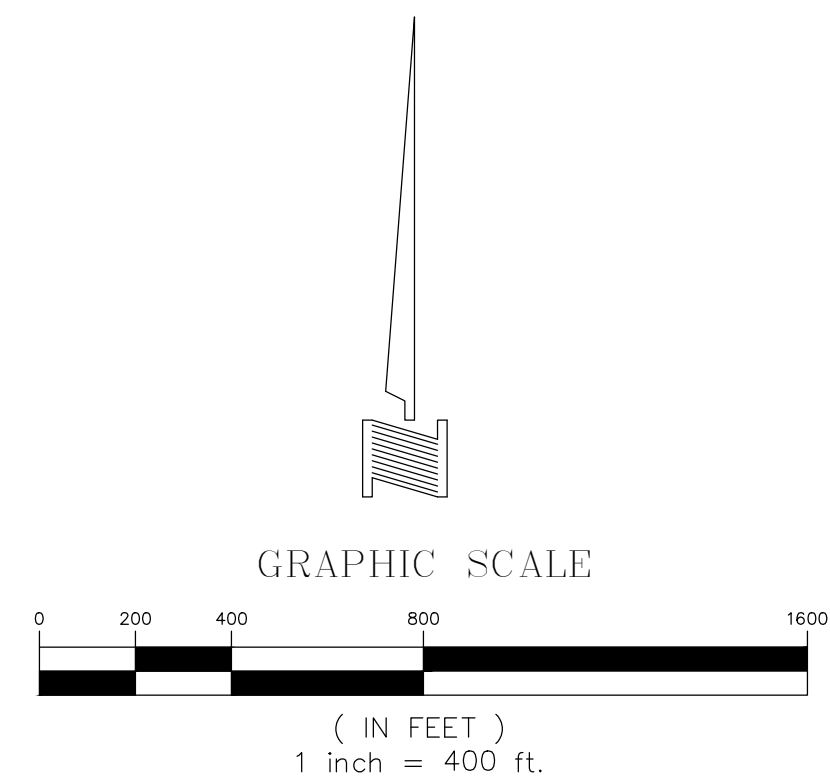
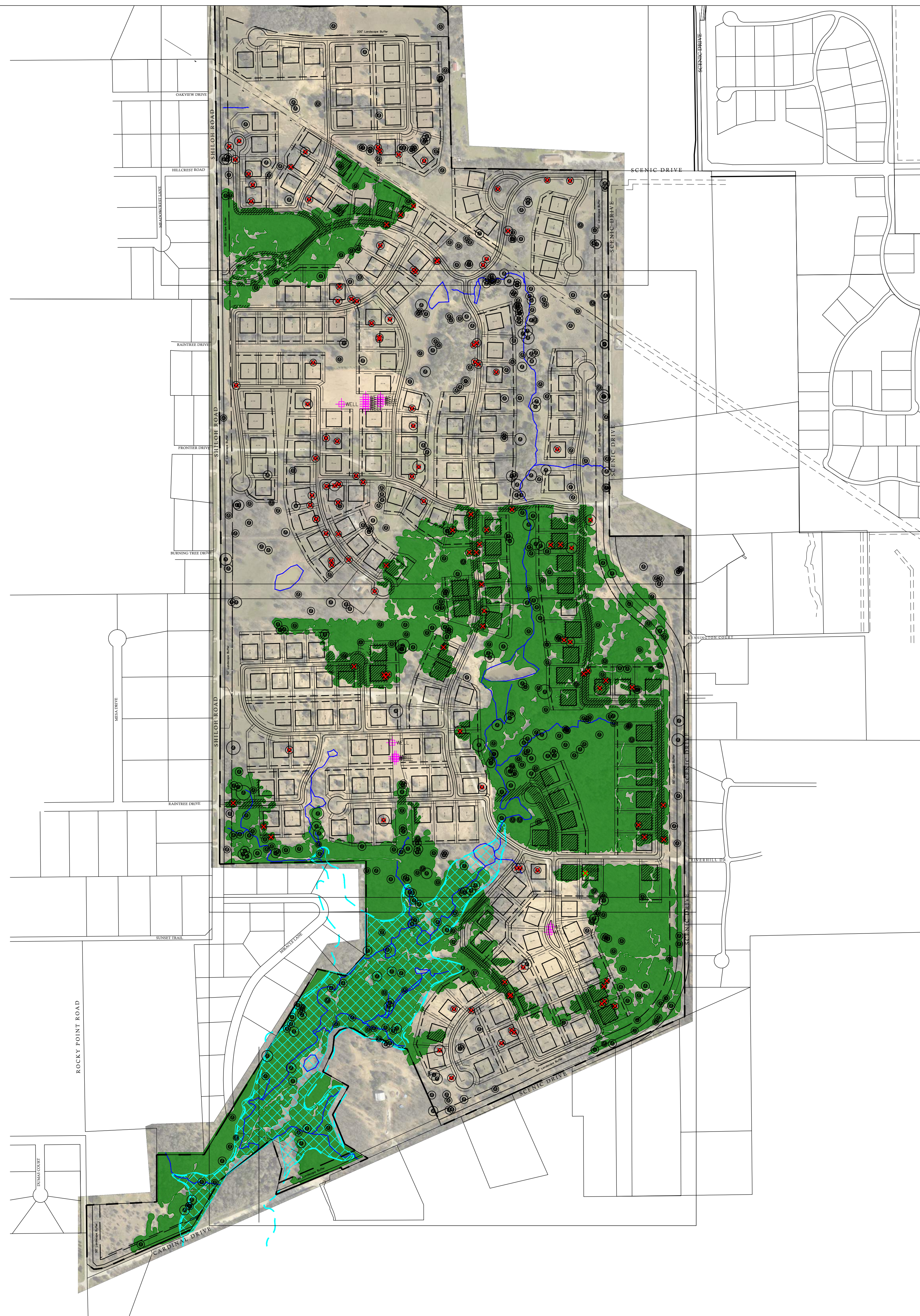
STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE me the undersigned, a Notary Public, on this day personally appeared Sally Smith Mashburn, acting as President of Bob Smith Management Company, LTD., known to me to be the persons whose names are subscribed to the foregoing instrument, and both acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of April, 2023.


Notary Public in and for the State of Texas

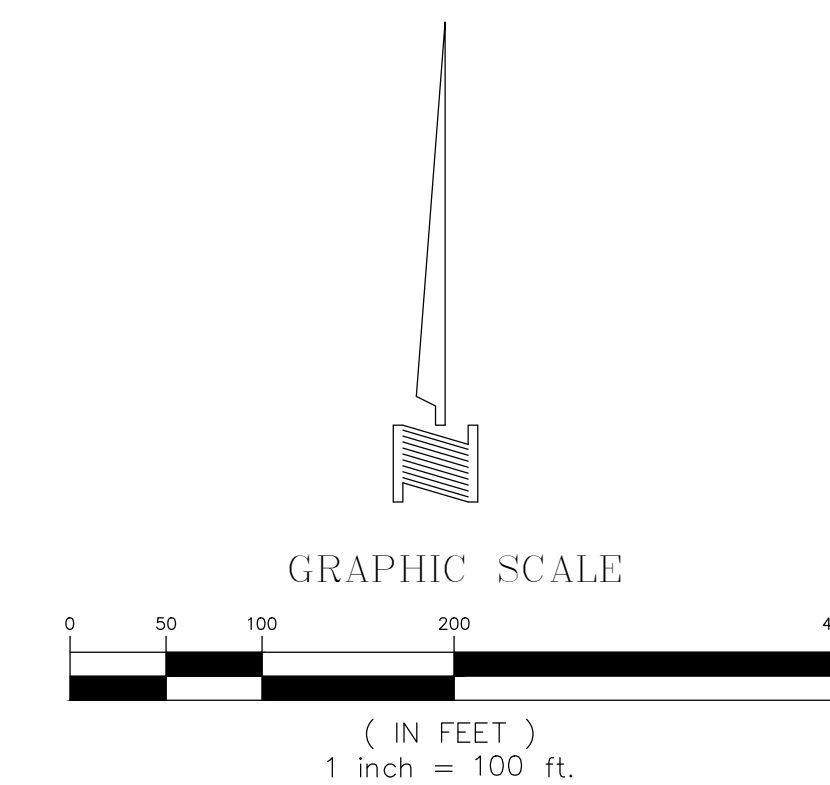
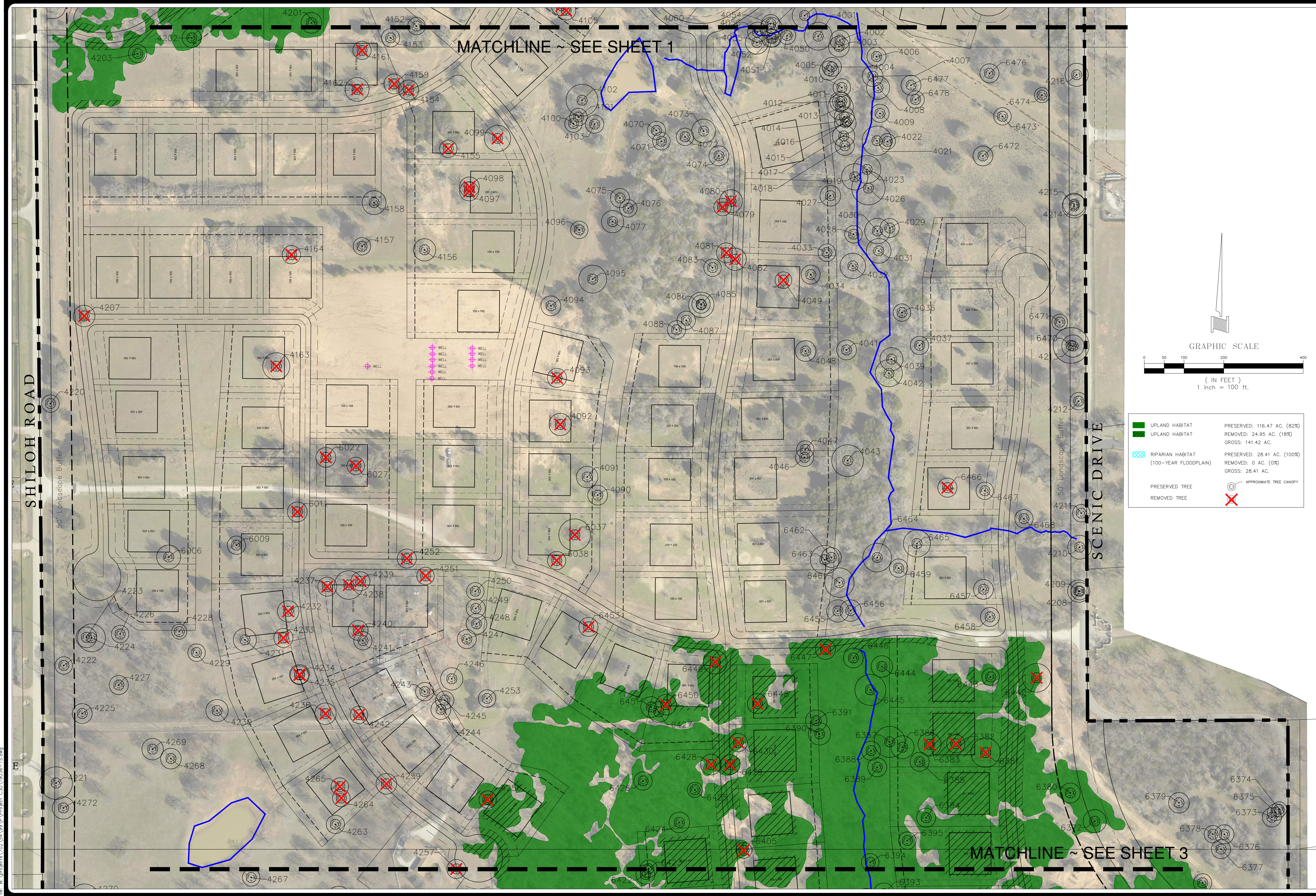




**PAPE-DAWSON
ENGINEERS**

SMITH TRACT
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
TREE SURVEY
SHEET 1 OF 11

PLAT NO. _____
JOB NO. 70254
DATE MARCH 2024
DESIGNER ATH
CHECKED TDM DRAWN ATH
SHEET **1 OF 11**



	UPLAND HABITAT	PRESERVED: 116.47 AC. (82%)
	UPLAND HABITAT	REMOVED: 24.95 AC. (18%)
	RIPARIAN HABITAT (100-YEAR FLOODPLAIN)	GROSS: 141.42 AC.
		PRESERVED: 28.41 AC. (100%)
		REMOVED: 0 AC. (0%)
	PRESERVED TREE	GROSS: 28.41 AC.
	REMOVED TREE	
		APPROXIMATE TREE CANOPY

DATE

NO.

REVISION

PAPE-DAWSON
ENGINEERS

6105 TEINYSOON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8464
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

SMITH TRACT
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
TREE SURVEY
SHEET 3 OF 11

PLAT NO.
JOB NO. 70254
DATE MARCH 2024
DESIGNER ATH
CHECKED TDM DRAWN ATH
SHEET 3 OF 11

Date: Apr 02, 2024, 12:56pm, User ID: mmsconner
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SHILOH ROAD

SCENIC DRIVE

SMITH TRACT
TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS
TREE SURVEY
SHEET 4 OF 11

PAPE-DAWSON
ENGINEERS

6105 TEINSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8464
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #1018430

PLAT NO.
JOB NO. 70254
DATE MARCH 2024
DESIGNER ATH
CHECKED TDM DRAWN ATH
SHEET 4 OF 11

NO.	REVISION	DATE

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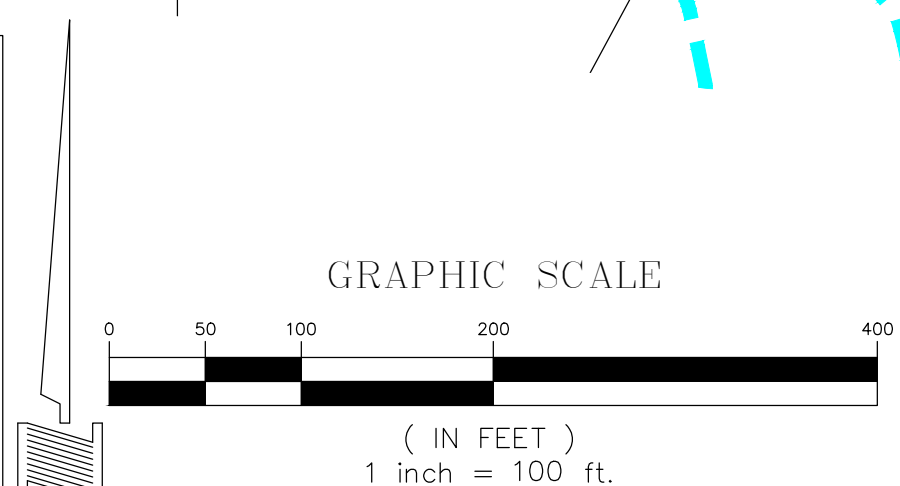
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■ UPLAND HABITAT
■ UPLAND HABITAT
■ RIPARIAN HABITAT
(100-YEAR FLOODPLAIN)
● PRESERVED TREE
✗ REMOVED TREE
○ APPROXIMATE TREE CANOPY

PRESERVED: 116.47 AC. (82%)
REMOVED: 24.95 AC. (18%)
GROSS: 141.42 AC.

PRESERVED: 28.41 AC. (100%)
REMOVED: 0 AC. (0%)
GROSS: 28.41 AC.



MATCHLINE ~ SEE SHEET 2

MATCHLINE ~ SEE SHEET 4

[illegible]

[illegible]

Date: Apr 02, 2024, 12:52pm User ID: mmmcanear
File: W:\projects\702\54\99\P\Project C3D\19036-TS.dwg

Date: Apr 02, 2024, 09:53am User: ID: mmconner
 File: W:\Projects\2024\TX-159\TX-159.dwg Project: 6281\TX-159.dwg

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Tag #		Common Name	DBH Height (Feet)	DBH (Inches) (1" DBH=1' RADIUS)	Est. Canopy Spread (Feet)	Condition	Specimen Status	Remove	Remain	Thoroughfare ROW Dedication	Street ROW	Landscape Buffer	Open Space	Buildable Area	Preservation Credits	Preservation Credits (x 3 inches)	Mitigation Multiplier	Required Mitigation (inches)	Remarks	Location
6379	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18			triple trunk originating just above grade and higher	Lot 1X, Block B
6380	Quercus stellata	Post oak	4.5	25	50	Good	Specimen		X			X			1	3				Lot 1X, Block B
6381	Quercus stellata	Post oak	4.5	37	74	Good	Specimen	X						X		0	2	74	double trunk originating about two feet above grade	Lot 28, Block G
6382	Quercus stellata	Post oak	4.5	23	46	Good	Specimen	X						X		0	2	46		Lot 28, Block G
6383	Quercus stellata	Post oak	4.5	29	58	Good	Specimen	X						X		0	2	58	double trunk originating 3 ft above grade	Lot 28, Block G
6384	Quercus stellata	Post oak	4.5	24	48	Good	Specimen		X					X	6	18			Deadwood in the lower canopy with the upper canopy looks healthy	Lot 27, Block G
6385	Quercus marilandica	Black jack oak	4.5	24	48	Good	Specimen		X					X	4	12			triple trunk originating just above grade	Lot 28, Block G
6386	Quercus stellata	Post oak	4.5	29	58	Good	Specimen		X					X	6	18				Lot 28, Block G
6387	Quercus stellata	Post oak	4.5	39	78	Poor	Specimen		X					X	6	18			multiple stem massive decay on one side of other side is fairly healthy but is in a poor area and is prone to structural failure	Lot 28, Block G
6388	Ulmus crassifolia	Cedar elm	4.5	24	48	Good	Specimen		X				X		4	12				Lot 1X, Block G
6389	Ulmus crassifolia	Cedar elm	4.5	24	48	Good	Specimen		X				X		4	12				Lot 1X, Block G
6390	Ulmus americana	American elm	4.5	28	56	Good	Specimen		X					X	5	15				Lot 2, Block G
6391	Ulmus americana	American elm	4.5	27	54	Good	Specimen		X					X	5	15			triple trunk originating about 3 1/2 ft above grace	Lot 1, Block G
6392	Quercus marilandica	Blackjack oak	4.5	28	56	Good	Specimen		X				X		5	15			triple trunk originating about 3 1/2 ft above grace	Lot 1X, Block G
6393	Quercus stellata	Post oak	4.5	27	54	Good	Specimen		X				X		6	18				Lot 1X, Block G
6394	Quercus stellata	Post oak	4.5	22	44	Good	Specimen		X				X		6	18				Lot 1X, Block G
6395	Quercus stellata	Post oak	4.5	22	44	Good	Specimen		X					X	6	18				Lot 26, Block G
6396	Quercus stellata	Post oak	4.5	27	54	Good	Specimen		X				X		6	18				Lot 1X, Block G
6397	Quercus stellata	Post oak	4.5	25	50	Good	Specimen		X				X		6	18				Lot 1X, Block G
6398	Quercus marilandica	Black jack oak	4.5	24	48	Good	Specimen		X				X		4	12				Lot 1X, Block G
6399	Quercus stellata	Post oak	4.5	23	46	Good	Specimen		X					X	6	18				Lot 23, Block G
6400	Ulmus americana	American elm	4.5	28	56	Good	Specimen		X				X		5	15				Lot 1X, Block G
6401	Ulmus americana	American elm	4.5	32	64	Good	Specimen		X				X		6	18			multicam originating about 4 ft above grade	Lot 1X, Block G
6402	Ulmus americana	American elm	4.5	28	56	Good	Specimen		X				X		5	15			multi trunk originating about 4 ft above grade	Lot 1X, Block G
6403	Quercus stellata	Post oak	4.5	22	44	Good	Specimen		X				X		6	18				Lot 1X, Block G
6404	Quercus marilandica	Blackjack oak	4.5	21	42	Good	Specimen	X						X		0	2	42		Lot 5, Block G
6405	Ulmus crassifolia	Cedar elm	4.5	20	40	Good	Specimen	X			X					0	2	40		Proposed ROW
6406	Ulmus crassifolia	Cedar elm	4.5	38	76	Good	Specimen	X						X		0	2	76		Lot 8, Block G
6407	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block G
6408	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block D
6409	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block D
6410	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block D
6411	Quercus stellata	Post oak	4.5	25	50	Fair	Specimen		X				X		6	18			the tree has excessive lean and on the leaning side there's a lot of amount of decay tree seems healthy it's recovered but structurally it's not sound. There is very little to no reaction within the bottom six of the tree also it's a double trunk or	Lot 1X, Block D
6412	Quercus stellata	Post oak	4.5	23	46	Fair	Specimen		X				X		6	18			there is trunk damage on the lower 5 ft on the north side of the tree trees healed pretty well but there's a lot of dead in it needs to be dead wooded	Lot 1X, Block D
6413	Quercus stellata	Post oak	4.5	27	54	Good	Specimen		X				X		6	18				Lot 1X, Block D
6414	Quercus marilandica	Blackjack oak	4.5	19	38	Poor	Specimen	X						X		0	2	38	lots of dead winning the lower heart of the canopy upper canopies partly destroyed but trees still alive	Lot 31, Block D
6415	Quercus stellata	Post oak	4.5	33	66	Good	Specimen	X						X		0	2	66		Lot 5, Block G
6416	Quercus stellata	Post oak	4.5	24	48	Good	Specimen		X					X	6	18				Lot 30, Block D
6417	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block D
6418	Quercus stellata	Post oak	4.5	22	44	Good	Specimen		X				X		6	18			double trunk originating just above grade healthy lean but the trees in pretty good shape	Lot 1X, Block D
6419	Quercus stellata	Post oak	4.5	22	44	Good	Specimen		X				X		6	18				Lot 1X, Block D
6420	Quercus stellata	Post oak	4.5	24	48	Good	Specimen		X				X		6	18				Lot 1X, Block D
6421	Quercus stellata	Post oak	4.5	23	46	Good	Specimen		X				X	X	6	18				Lot 30, Block D
6422	Quercus stellata	Post oak	4.5	24	48	Good	Specimen		X				X		6	18			double trunk originating about a foot and a half above grade lots of dead wooding to lower half of the canopy but the rest is tree looks very healthy	Lot 29, Block D
6423	Quercus stellata	Post oak	4.5	22	44	Fair	Specimen		X					X	6	18			tree looks healthy but in the lower 3 ft on the north side facing there's decay tree sealed over fine overall pretty healthy	Lot 29, Block D
6424	Quercus stellata	Post oak	4.5	26	52	Good	Specimen		X				X		6	18				Lot 1X, Block D
6425	Quercus marilandica	Blackjack oak	4.5	19	38	Good	Specimen		X				X		4	12				Lot 1X, Block D
6426	Quercus stellata	Post oak	4.5	23	46	Fair	Specimen		X				X		6	18			on the east side of the tree there is some decay in the bottom two feet trees healed over otherwise pretty healthy	Lot 1X, Block D
6427	Quercus stellata	Post oak	4.5	26	52	Fair	Specimen		X					X	6	18			on the east side of the tree there is some decay in the bottom two feet trees healed over otherwise pretty healthy	Lot 28, Block D
6428	Quercus stellata	Post oak	4.5	26	52	Good	Specimen	X			X					0	2	52		Proposed ROW
6429	Quercus stellata	Post oak	4.5	25	50	Good	Specimen	X			X					0	2	50		Proposed ROW
6430	Quercus stellata	Post oak	4.5	23	46	Good	Specimen	X			X					0	2	46	previous decay on these inside of the tree tree seems to heal over nicely and he's pretty good shape	Proposed ROW
6432	Quercus stellata	Post oak	4.5	22	44	Good	Specimen	X						X		0	2	44		Lot 37, Block D
6433	Quercus stellata	Post oak	4.5	22	44	Fair	Specimen	X						X		0	2	44	tree looks like it's in all right health there is some decay in the bottom half of the Eastern facing trunk fruiting boodies present so the case still active	Lot 37, Block D
6434	Quercus stellata	Post oak	4.5	23	46	Fair	Specimen	X						X		0	2	46	any previous damage the trees heal over nicely	Lot 37, Block D
6436	Quercus stellata	Post oak	4.5	24	48	Fair	Specimen</													



TOWN COUNCIL AGENDA K.8. REGULAR ITEM(S)

DATE: May 20, 2024
FROM: Lexin Murphy, Director of Development Services
ITEM: **Public Hearing to consider an ordinance for a Master Plan Amendment (MPA23-0006 – La Estancia) to amend Section 1.0, Land Use Plan and Section 2.0, Area Plans, of the Master Plan by changing the current land use designation within the Denton Creek District Area Plan from Campus Industrial and Commercial/Industrial uses to High Density Single Family Detached, High Density, and Retail uses. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)**

BACKGROUND:

- Size - Approximately 263.6 acres
- MPA Request - Change land use from Campus Industrial and Commercial/Industrial to High Density Single Family Detached, High Density, and Retail.
- Proposed Lots - Maximum of 713 single-family detached lots, 477 single-family attached lots, and 300 multi-family units, as well as a retail lot.
- SMARTGrowth - Passed
- Traffic Analysis - Passed
- Incentives - N/A
- [Planning & Zoning Commission Staff Report](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

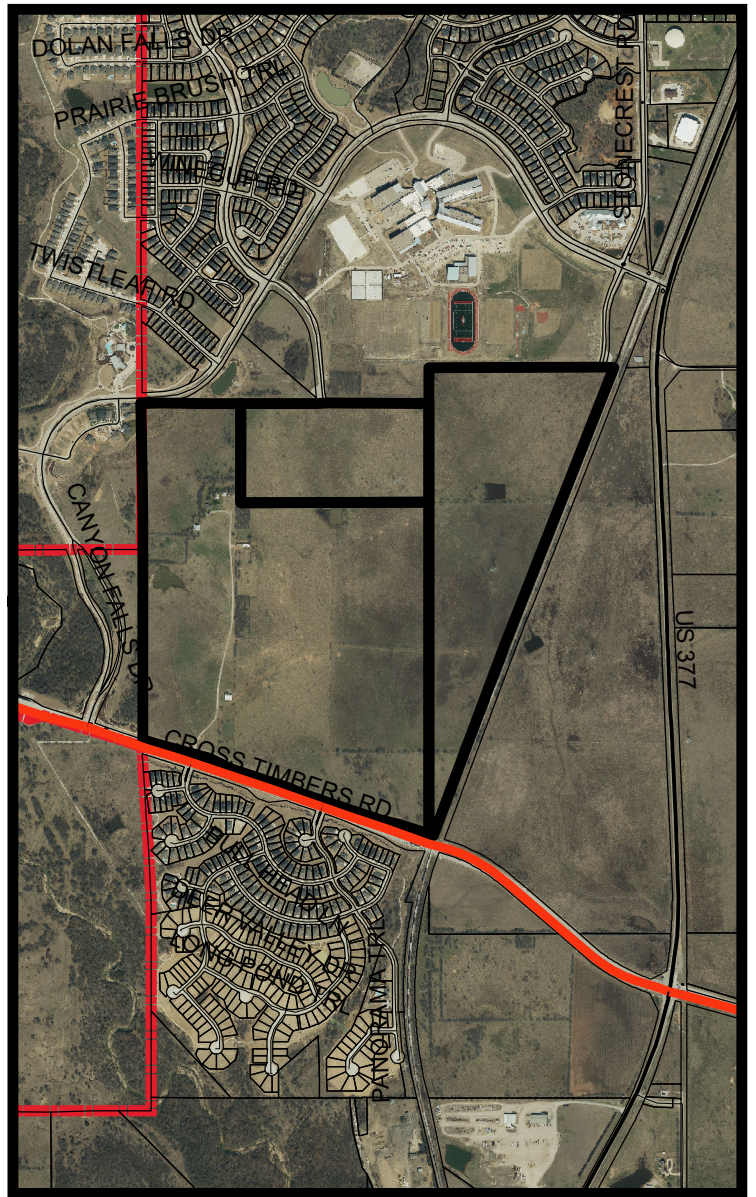
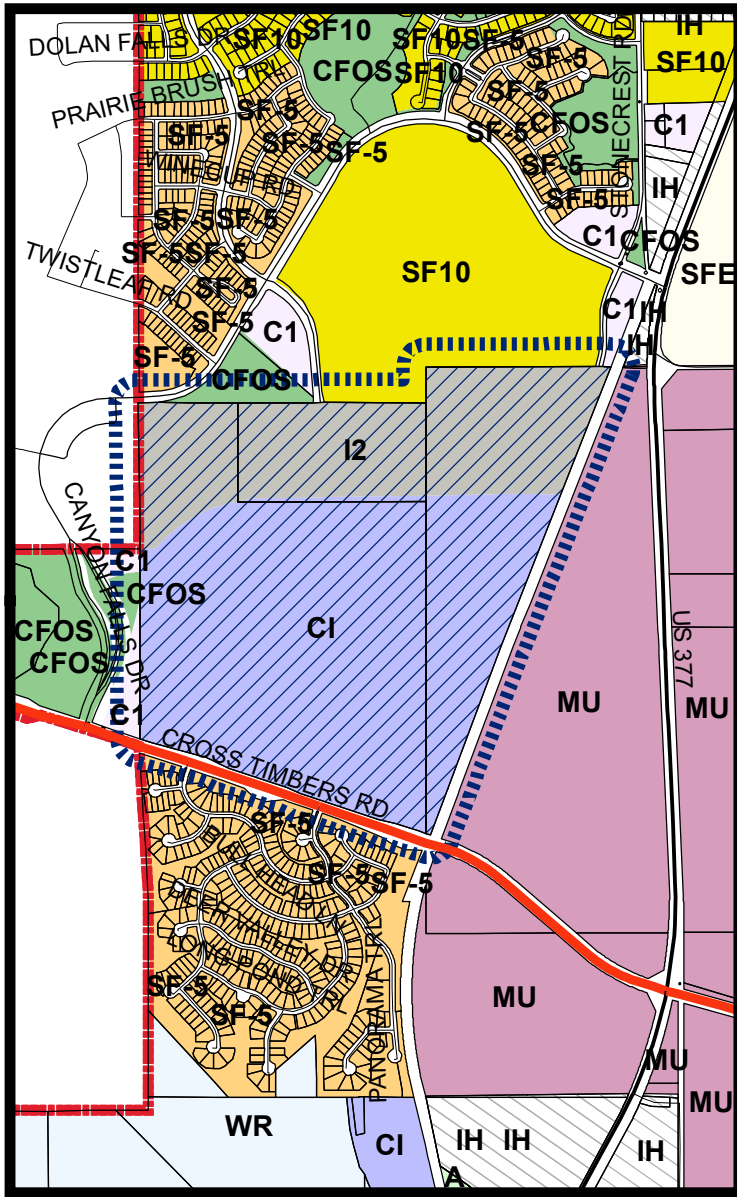
ATTACHMENTS:

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

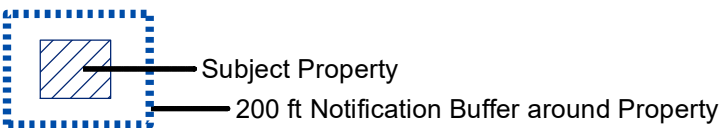
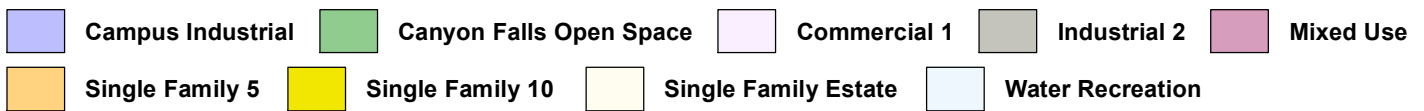
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

MPA23-0006 & ZPD23-0014: LaEstancia

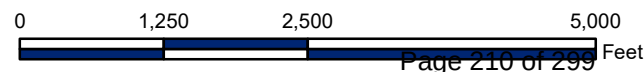
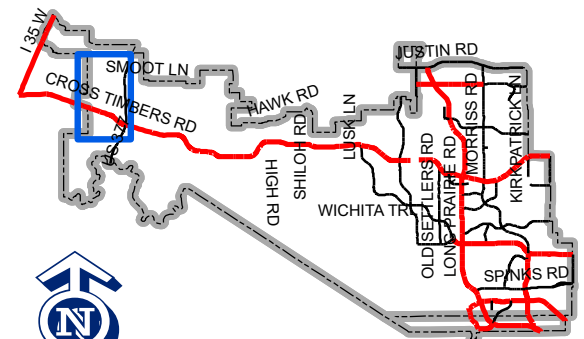


LEGEND



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.



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN OF THE TOWN, BY AMENDING SECTION 1.0, "LAND USE PLAN," AND SECTION 2.0, "AREA PLANS," TO CHANGE THE CURRENT LAND USE DESIGNATION WITHIN THE DENTON CREEK DISTRICT AREA PLAN AND REFLECTED ON THE LAND USE PLAN MAP FROM COMMERCIAL/INDUSTRIAL OR MIXED DENSITY RESIDENTIAL, COMMERCIAL/INDUSTRIAL, AND CAMPUS INDUSTRIAL TO HIGH DENSITY SINGLE FAMILY DETACHED, HIGH DENSITY, AND RETAIL USES, ALONG WITH APPROPRIATE TEXT AMENDMENTS, ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 263.6 ACRE TRACT OF LAND IN THE JOEL WILBURN SURVEY, ABSTRACT NO. 1416, MEP&P RR CO. SURVEY, ABSTRACT NO. 922, AND BBB&C RR CO SURVEY, ABSTRACT NO. 154, DENTON COUNTY, TEXAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound (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, on March 19, 2001, the Town Council of the Town (the "Town Council") adopted the Flower Mound 2001 Master Plan, as amended (the "Master Plan"), including the Land Use Plan and Area Plans; and,

WHEREAS, the Master Plan establishes and articulates a community-based vision to preserve the country atmosphere and natural environment that makes Flower Mound a unique and desirable community, mitigates the ill effects of rapid and intense urbanization, creates a balanced tax base to ensure the Town's long-term economic health and prosperity, and ensures all development is of enduring and exemplary quality; and,

WHEREAS, the Area Plan contained in the Master Plan indicates the land use designation for tracts of land within various areas of the Town, as well as applicable development conditions, and the Land Use Plan Map, contained in the Land Use Plan of the Master Plan, depicts, by distinct colors, the various land uses in the Town; and

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as being approximately 263.6 acres of land in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, as more fully described in Exhibit "A," attached hereto and incorporated herein (the "Property"), have filed an application for a Master Plan Amendment to change the current land use designation from Commercial Industrial or Mixed Density Residential, Commercial Industrial and Campus Industrial to High Density Single Family Detached, High Density, and Retail; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on May 13, 2024, and the Town Council of the Town held a public hearing on May 20, 2024, with respect to the amendments described herein; and,

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

WHEREAS, upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearings, the Town Council has determined that it is in the best interest of the citizens of the Town that the Master Plan be amended to change the Area Plan and Land Use Plan, as described herein.

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

SECTION 1

The Master Plan of the Town is hereby amended to change the land use designation on the hereinafter described Property and area as shown below:

Approximately 263.6 acres of land in the in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, as more fully described in Exhibit "A" attached hereto and incorporated herein.

The Land Use Plan Map contained in Section 1.0, "Land Use Plan," of the Master Plan and Section 2.0, "Area Plans," are hereby amended to change the current land use designation from Commercial/Industrial or Mixed Density Residential, Commercial/Industrial and Campus Industrial to High Density Single Family Detached, High Density and Retail, along with the specific text amendments depicted in Exhibit "B," Master Plan Exhibit," and Exhibit "C," "Area Plans," each attached hereto and incorporated herein.

SECTION 2

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

SECTION 3

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

SECTION 4

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 5

This Ordinance shall take effect and be in full force on and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF MAY, 2024.

APPROVED:

Cheryl Moore, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A" - LEGAL DESCRIPTION

La Estancia – MPA23-0006
Legal Descriptions of Proposed FLU Designations

HIGH DENSITY RESIDENTIAL

Tract 1:

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, BBB&C RR CO Survey, Abstract No. 154, and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said La Estancia Investments, LP tract and the southeast corner of Lot 1, Block A, Canyon Falls Fire Station 6, an addition to the Town of Flower Mound, recorded in Instrument No. 2015-53 of said Official Public Records, in the west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

THENCE with said west right-of-way line of Union Pacific Railroad, South 21°18'25" West, a distance of 3,179.64 feet to a point for corner;

THENCE departing said west right-of-way line of Union Pacific Railroad, over and across said La Estancia Investments, LP tract, the following courses and distances:

North 68°41'35" West, a distance of 690.69 feet to a point for corner;

North 16°08'14" East, a distance of 300.22 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of North 13°02'57" West, 201.51 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 201.63 feet to a point for corner;

North 16°23'52" West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 975.00 feet, a central angle of 02°47'08", and a chord bearing and distance of North 15°00'18" West, 47.39 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 47.40 feet to a point for corner;

North 12°15'23" East, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 640.00 feet, a central angle of 03°45'53", and a chord bearing and distance of North 75°51'41" West, 42.04 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 42.05 feet to a point for corner;

North 73°58'44" West, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 20°48'47", and a chord bearing and distance of North 84°23'08" West, 231.21 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 232.48 feet to a point for corner;

South 85°12'29" West, a distance of 144.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of North 04°39'51" West, 6.69 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 6.69 feet to a point for corner;

North 04°32'11" West, a distance M of 1,255.62 feet to a point for corner;

South 48°37'42" East, a distance of 1,693.33 feet to a point at the beginning of a non-tangent curve to the left with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of North 28°20'12" East, 293.72 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 296.36 feet to a point for corner;

North 15°04'15" East, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of North 39°54'37" East, 537.70 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 554.92 feet to a point for corner;

North 64°44'58" East, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of North 40°40'26" East, 689.42 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 710.14 feet to a point for corner in the north line of said La Estancia Investments, LP tract;

THENCE with said north line of the La Estancia Investments, LP tract, South 89°49'48" East, a distance of 109.50 feet to the **POINT OF BEGINNING** and containing 2,699,683 square feet or 61.9762 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Tract 4:

BEING a tract of land situated in the MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with the southeast line of La Estancia Investment, LP tract and said northwest right-of-way line of Union Pacific Railroad, North 21°18'25" East, a distance of 1,175.54 feet to a point for corner;

THENCE departing said northwest right-of-way line of Union Pacific Railroad, over and across said southeast line of La Estancia Investment, LP tract, the following courses and distances:

North 68°41'35" West, a distance of 690.69 feet to the **POINT OF BEGINNING**

South 89°55'09" West, a distance of 416.89 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of North 08°14'21" West, 340.59 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 341.74 feet to a point for corner;
 North 16°23'52" West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of North 10°35'42" West, 303.32 feet;
 In a northerly direction, with said tangent curve to the right, an arc distance of 303.84 feet to a point for corner;
 North 85°12'29" East, a distance of 144.94 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 20°48'47", and a chord bearing and distance of South 84°23'08" East, 231.21 feet;
 In an easterly direction, with said tangent curve to the right, an arc distance of 232.48 feet to a point for corner;
 South 73°58'44" East, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 03°45'53", and a chord bearing and distance of South 75°51'41" East, 42.04 feet;
 In an easterly direction, with said tangent curve to the left, an arc distance of 42.05 feet to a point for corner;
 South 12°15'23" West, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 975.00 feet, a central angle of 02°47'08", and a chord bearing and distance of South 15°00'18" East, 47.39 feet;
 In a southerly direction, with said non-tangent curve to the left, an arc distance of 47.40 feet to a point for corner;
 South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of South 13°02'57" East, 201.51 feet;
 In a southerly direction, with said tangent curve to the right, an arc distance of 201.63 feet to a point for corner;
 South 16°08'14" West, a distance of 300.22 feet to the **POINT OF BEGINNING** and containing 539,684 square feet or 12.3895 acres of land.

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HIGH DENSITY SINGLE FAMILY DETACHED

Tract 2:

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of Lot 1X, Block SS, Canyon Falls – Retail, an addition to the Town of Flower Mound, recorded in Instrument No. 2019-107 of said Official Public Records and the northwest corner of said La Estancia Investments, LP tract;

THENCE with the north lines of said La Estancia Investments, LP tract, the following courses and distances:

North 89°46'08" East, a distance of 2,475.60 feet to a point for corner;
North 00°24'52" West, a distance of 312.00 feet to a point for corner;
South 89°49'48" East, a distance of 1,513.76 feet to a point at the beginning of a non-tangent curve to the right with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of South 40°40'26" West, 689.42 feet;

THENCE departing said north line of the La Estancia Investments, LP tract, over and across said La Estancia Investments, LP tract, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 710.14 feet to a point for corner;
South 64°44'58" West, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of South 39°54'37" West, 537.70 feet;
In a southwesterly direction, with said tangent curve to the left, an arc distance of 554.92 feet to a point for corner;
South 15°04'15" West, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of South 28°20'12" West, 293.72 feet;
In a southwesterly direction, with said tangent curve to the right, an arc distance of 296.36 feet to a point for corner;
North 48°37'42" West, a distance of 1,693.33 feet to a point for corner;
South 04°32'11" East, a distance of 1,255.62 feet to a point at the beginning of a tangent curve to the left with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of South 04°39'51" East, 6.69 feet;
In a southerly direction, with said tangent curve to the left, an arc distance of 6.69 feet to a point at the beginning of a compound curve to the left with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of South 10°35'42" East, 303.32 feet;
In a southerly direction, with said compound curve to the left, an arc distance of 303.84 feet to a point for corner;
South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of South 08°14'21" East, 340.59 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 341.74 feet to a point at the beginning of a compound curve to the right with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of South 09°25'15" West, 396.18 feet;
In a southerly direction, with said compound curve to the right, an arc distance of 398.00 feet to a point for corner;
South 18°55'20" West, a distance of 660.83 feet to a point for corner in the south line of said La Estancia Investments, LP tract and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 66°45'26" West, a distance of 105.05 feet to a point for corner;
North 71°03'21" West, a distance of 296.07 feet to a point for corner;
North 41°11'48" West, a distance of 65.31 feet to a point for corner;
North 71°20'28" West, a distance of 100.00 feet to a point for corner;
South 78°30'52" West, a distance of 33.60 feet to a point for corner;
North 71°03'21" West, a distance of 215.89 feet to a point for corner;
North 62°00'53" West, a distance of 217.81 feet to a point for corner;
North 67°46'02" West, a distance of 85.52 feet to a point for corner;
North 81°06'16" West, a distance of 414.25 feet to a point for corner;
North 72°23'07" West, a distance of 169.33 feet to a point for the southwest corner of said La Estancia Investments, LP tract;

THENCE departing said north right-of-way line of Cross Timbers Road, with the west line of said La Estancia Investments, LP tract, North 00°09'38" West, a distance of 2,878.74 feet to the **POINT OF BEGINNING** and containing 7,067,009 square feet or 162.2362 acres of land.

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RETAIL

Tract 3:

BEING a tract of land situated in BBB&C RR CO Survey, Abstract No. 154 and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

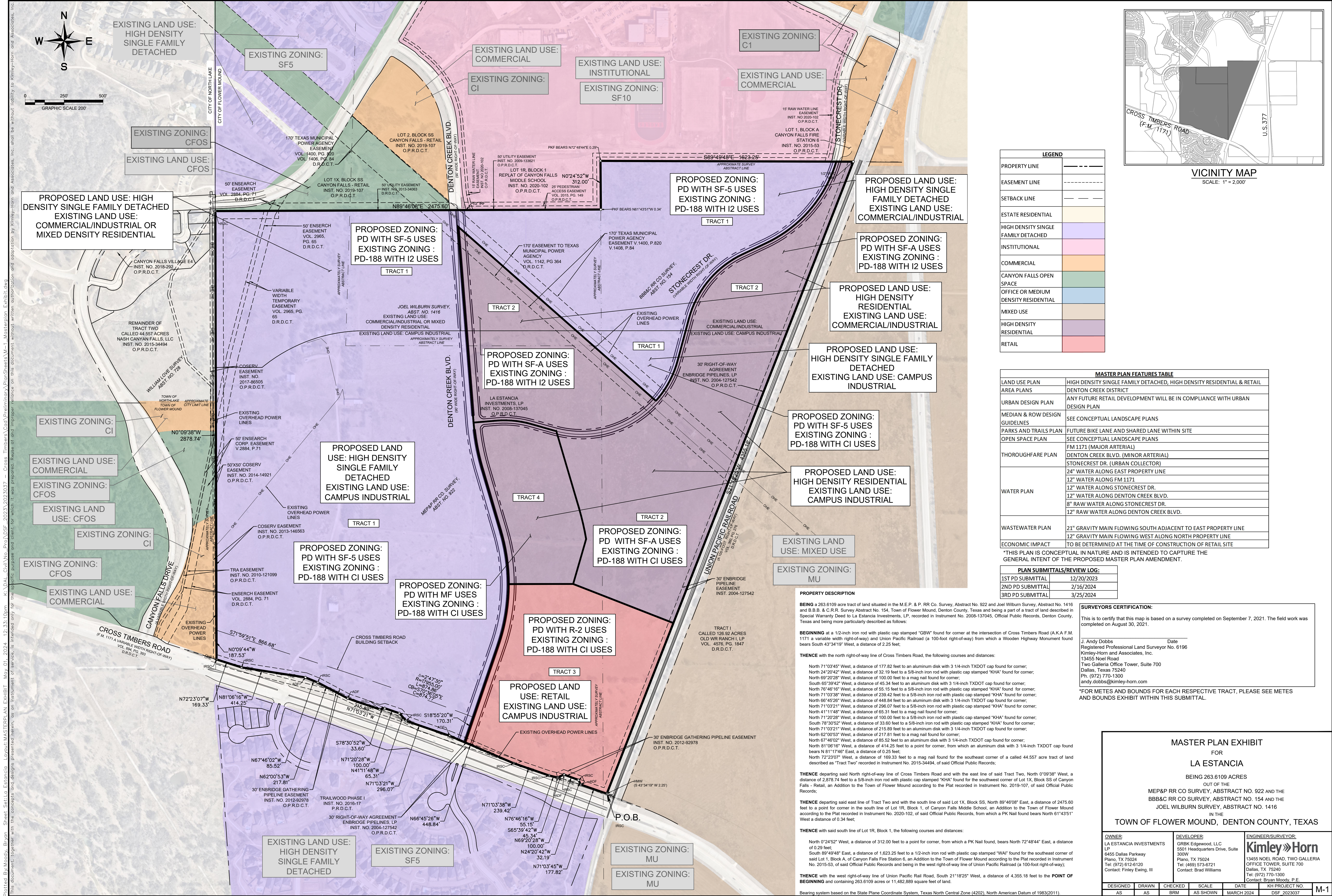
North 71°03'45" West, a distance of 177.82 feet to a point for corner;
North 24°20'42" West, a distance of 32.19 feet to a point for corner;
North 69°20'28" West, a distance of 100.00 feet to a point for corner;
South 65°39'42" West, a distance of 45.34 feet to a point for corner;
North 76°46'16" West, a distance of 55.15 feet to a point for corner;
North 71°03'38" West, a distance of 239.42 feet to a point for corner;
North 66°45'26" West, a distance of 343.79 feet to a point for corner;

THENCE departing said north right-of-way line of Cross Timbers Road, over and across said La Estancia Investment, LP tract, the following courses and distances:

North 18°55'20" East, a distance of 660.83 feet to a point at the beginning of a tangent curve to the left with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of North 09°25'15" East, 396.18 feet;
In a northerly direction, with said tangent curve to the left, an arc distance of 398.00 feet to a point for corner;
North 89°55'09" East, a distance of 416.89 feet to a point for corner;
South 68°41'35" East, a distance of 690.69 feet to a point for corner in the east line of said La Estancia Investment, LP tract and said west right-of-way line of Union Pacific Railroad;

THENCE with said east line of La Estancia Investment, LP tract and said west right-of-way line of Union Pacific Railroad, South 21°18'25" West, a distance of 1,175.54 feet to the **POINT OF BEGINNING** and containing 1,176,513 square feet or 27.0090 acres of land.

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2.0 AREA PLANS

Lakeside Business District

The Lakeside Business District is located in the southeastern region of Flower Mound five miles north of the Dallas Fort Worth International Airport. Excellent regional access is provided by International Parkway (FM 2499) and Lakeside Parkway to SH 121 and SH 114.

1. Land Use Categories

Campus Commercial – Campus Commercial means a mixture of uses which includes corporate offices, office parks, hotels, commercial, similar uses, and may include limited residential development. The intent is to create a vibrant area that encourages dynamic economic development focused around live, work, and play opportunities. A mixture of uses is important as well as its design details, amenity quality, and the use of natural areas and open spaces to provide a unique quality of life and sense of place.

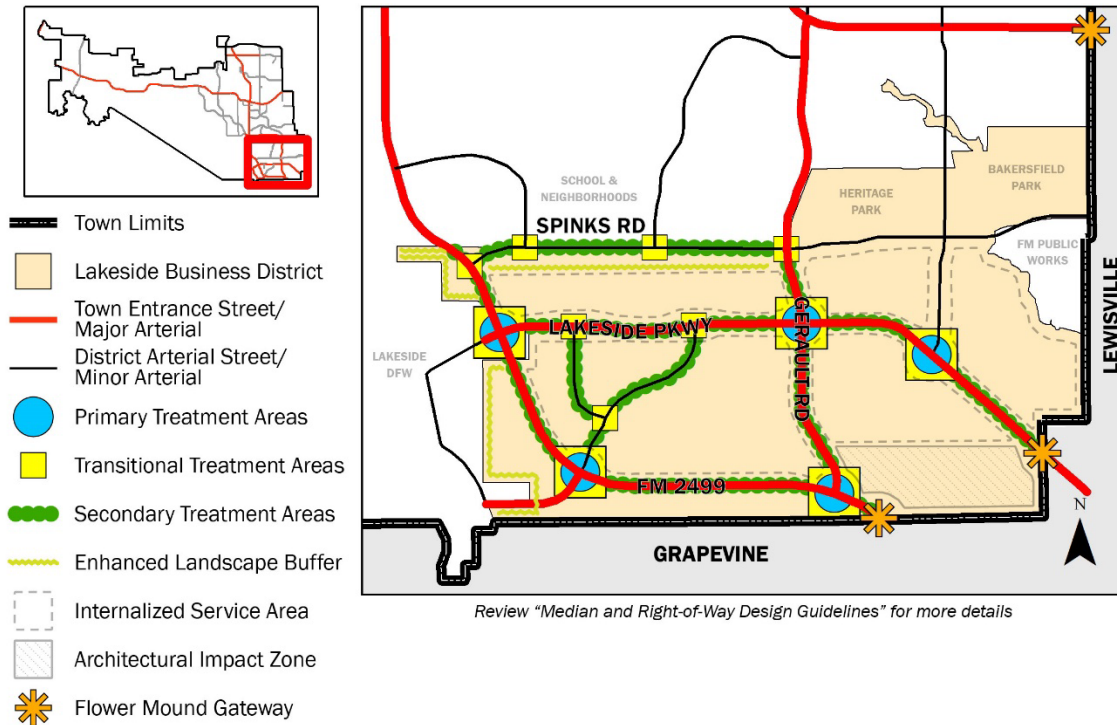
Development in the district should demonstrate the following:

1. Compliance with the three elements of the District's Vision:
 - a. Creates high quality, regional commercial development;
 - b. Competes in the economic development arena; and
 - c. Develops a balanced tax base to reduce the residential tax burden;
2. Exemplary and enduring quality and design shall be achieved by establishing a high level of development standards;
3. Market factors should ensure a robust mix of uses that are economically viable, support a high quality of life, and provide sustainable fiscal health for the Town;
4. No one single use should be allowed to predominate in the District at build-out;
5. Uses and design shall be in context with the existing environment and adjacent developments; and
6. Residential development should provide a range of residential options that reflect changing lifestyles and demographics, and should be facilitated through the balancing of market demand and community preferences.

Campus Industrial - Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly, and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

2.0 AREA PLANS

2. District Elements



Definitions

Roadways – There are various roadway types within the Lakeside Business District.

Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Lakeside Business District.

Town Entrance Street – Applies to major arterials in the Lakeside Business District: International Parkway (FM 2499), Lakeside Parkway, and Gerault Road.

District Arterial Street – Applies to the minor arterials in the Lakeside Business District: Spinks Road, Garden Ridge Road, Silveron Boulevard, and Lake Forest Boulevard

Primary Treatment Areas – Applies when Town Entrance Streets (major arterials) intersect with each other.

Please refer to the "Area 1" description in the Town's "Median and Right-of-way Design Guidelines" for more specific information.

Transitional Treatment Areas – Applies when a District Arterial Street (minor arterial) intersects with another District Arterial Street or Town Entrance Street (major arterial). Transitional Treatment Areas are also found around Primary Treatment Areas as they provide secondary landscaping.

Refer to the "Area 2" description in the "Median and Right-of-Way Design Guidelines" for more specific information.

Secondary Treatment Areas – Applies to portions of Town Entrance Streets and District Arterials between primary and transitional treatment areas.

Refer to the "Area 3" description in the "Median and Right-of-Way Design Guidelines" for more specific information.

2.0 AREA PLANS

Enhanced Landscape Buffer – Supplementary to the Town’s Code of Ordinance landscaping standards and is intended to maximize screening.

Internalized Service Areas – Area for intense elements essential to appropriate commercial and industrial uses that should be internal to the development and not visible from major arterials.

Architectural Impact Zone – Designated for highly visible, prominent land at district and Town entrances.

Flower Mound Gateways - Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound gateways and monumentations are planned at or near the Town limits on International Parkway and Lakeside Parkway.

Refer to the Town’s “Median and right-of-way Design Guidelines” for more specific information on gateways and monumentation.

Parks and Floodplain - There are two parks in the Lakeside Business District: Gerault Park and Bakersfield Park. These are community parks.

Refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on these parks.

Trail System - There are existing segments of the Town’s multi-purpose trail system in this area along with other trail opportunities.

Please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Tree Groves – Tree groves are defined as a group of trees that consist of the same species.

2.0 AREA PLANS

3. Street Lighting

The street lighting standard and fixture on major and minor arterial streets should be selected by the Town as a distinctive lighting element.



Example of major/minor arterial light fixture



Example of existing district light fixture

4. Architectural Impact Zone

Architectural facades along the Town Entrance Streets should be a significant contributor to the image of the Lakeside Business District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.

Additionally, the land in this zone in the Lakeside Business District is highly visible from northbound traffic on International Parkway as it enters Flower Mound. Because of the prominence of this site, and its significance to the Town's entry, buildings in this zone as seen from International Parkway should be designed with particular attention to architectural quality and features.

Architectural elements visible from International Parkway (FM 2499)

- Tilt-wall construction is not precluded from this zone.
- Facades and elevations seen from International Parkway should be of significantly higher architectural quality than is generally associated with industrial buildings.
- Mechanical systems in this zone should be 100% screened from view from the International Parkway public right-of-way.

5. Internalized Service Areas

In the areas of the Lakeside Business District designated as suitable for Commercial/Industrial land uses, service areas such as truck docks, layout or storage yards, utility components, trash handling and similarly intense elements essential to appropriate commercial and industrial uses should be planned for locations internal to the major arterials. Such elements should not be visible from these roadways.

- Service areas such as truck docks, layout or storage yards, utility components, trash handling, and similarly intense elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the development areas bounded by Town Entrance arterials and District arterials.
- Such service uses should not be visible from the Town Entrance Streets and Secondary Treatment Areas.
- Screening should be by planting, landforms, or walls, as described under District Landscape Street Buffers.

2.0 AREA PLANS

6. Parks and Floodplain

There is a significant floodplain along the eastern and southeastern edge of the Lakeside Business District. Since the Town of Flower Mound discourages construction in the floodplain and alteration of the floodplain, these areas should be preserved. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town's multi-purpose trail, site development in the adjoining Commercial/Industrial areas should be planned for compatible adjacent uses and site features, and avoid exterior storage, utility, and similar uses in direct view of the potential trails.

7. Trees and Natural Features

Several large areas of trees, drainage courses, and other natural features exist within the Lakeside Business District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Lakeside Business District.

2.0 AREA PLANS

8. Town Entrance Street (major arterials)

Town Entrance Street applies to all major arterials within the Lakeside Business District. Such roadways that pass through the district are appropriate for, and should be compatible with, the anticipated commercial and industrial development. However, because these roadways serve all of Flower Mound, Town Entrance Streets should also reflect the rural character and high quality of the entire Town.

The intent is that the public and private landscaping design along these roadways should be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely by the private sector.

These landscape guidelines are intentionally more stringent than the landscaping requirements from the Town's Land Development Regulations. Therefore, the resulting design is expected to be different from other districts in Flower Mound.

The Town Entrance Streets (major arterials) include the following roadways:

- International Parkway (FM 2499)
- Lakeside Parkway
- Gerault Road

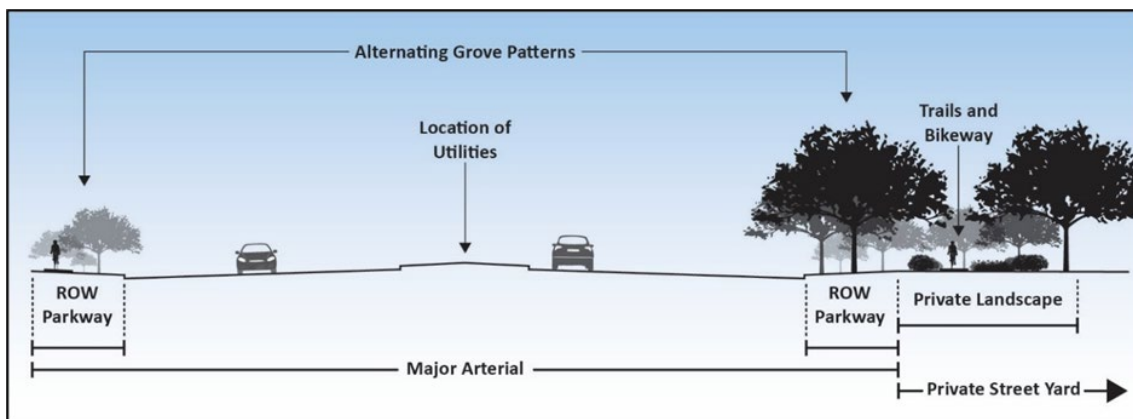
Public landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median, and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of not less than 100' in length spaced not more than 700' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species from the approved Town of Flower Mound R.O.W. & Median Plant List.
- Tree groves are comprised of a group of trees of the same species from the Town of Flower Mound approved Tree Planting list.
- Planting layout is to be informal, random tree placement.



Informal tree groves example



Public Landscaping within the Median

Please refer to the appropriate street type within the "Median and Right-of-Way Design Guidelines" as well as the description of Areas 1, 2, and 3 for more specific details and recommendations about public landscaping within major arterial medians.

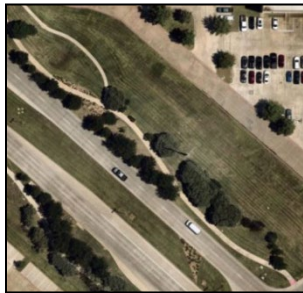
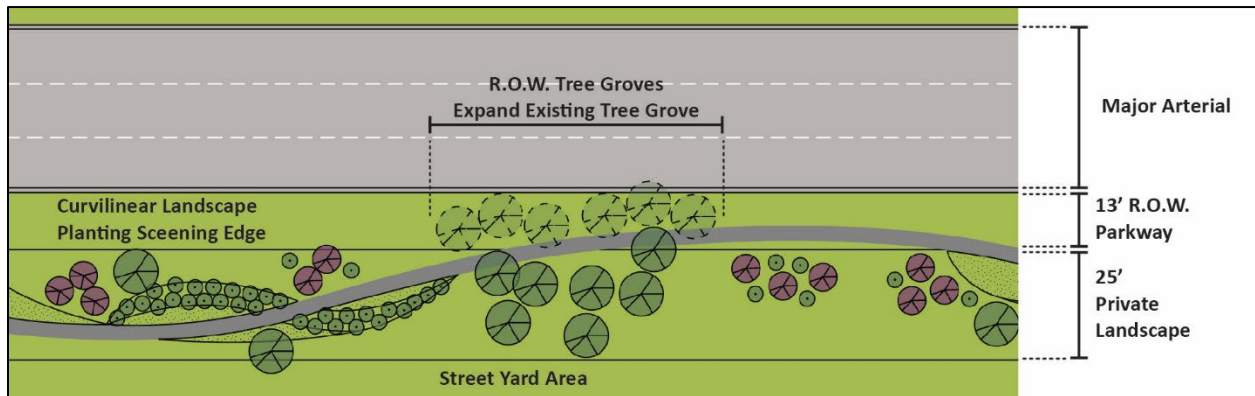
2.0 AREA PLANS

Private Street Yard Area Landscaping

- A 25' wide Landscape Street Buffer is located from the R.O.W./Property line set back into the private property. This Buffer is within the Building Setback (Street Yard) area described in the Town's Landscaping Standards.
- Plantings should be in a curvilinear planting layout.
- Implementation will be provided at the time of development by the developer.

Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the Landscape Street Buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.



Sidewalk example

2.0 AREA PLANS

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards of Town Entrance Arterials shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.

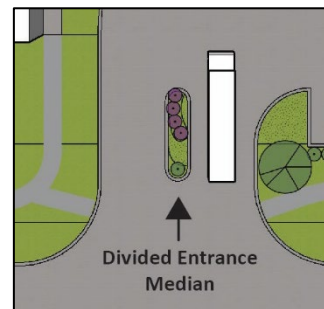


Vehicular Access from Major Arterials

- Divided entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Such entries should not be located within the R.O.W. parkway.
- Landscaping should only include low-growing plants, groundcovers, and/or hardscaping, and should not interfere with vehicle and pedestrian safety.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.
- Provide opportunities for shared access between adjacent developments to aid in traffic management and reduce the number of curb-cuts along roadways.



Divided entrance median example



Median illustration

2.0 AREA PLANS

Bridges

- Vehicular bridges should have a special architectural treatment and enhancement beyond standard conditions.
- The treatments should include railing and abutment designs that increase their civic character and relationship to the Town.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges on arterials are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



Enhanced freeway and overpass bridge treatment example



Enhanced treatment example

2.0 AREA PLANS

9. District Arterial Street (minor arterials)

District Arterial Streets include all minor arterials serving the Lakeside Business District. Their landscape and urban design treatment should reflect the high quality commercial and office/warehouse development in the district, but should also reflect the rural character and quality of the overall Town.

The intent is that the public and private landscaping design along these roadways be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

The following guidelines are intentionally more stringent than the landscaping requirements of the Land Development Regulations. The resulting design is expected to be different from other districts in Flower Mound.

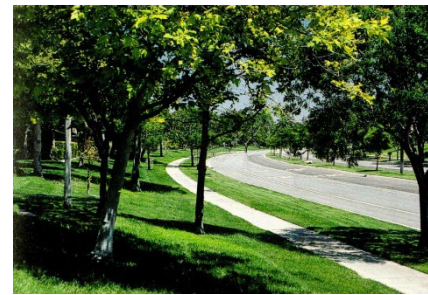
Secondary Treatment Areas are appropriate for the following roadways (minor arterials):

- Garden Ridge Road
- Spinks Road
- Silveron Boulevard

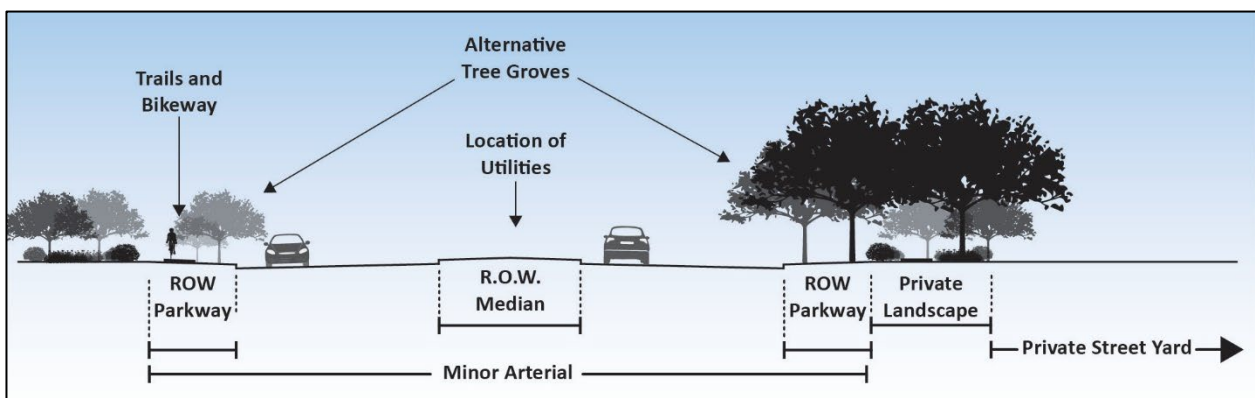
Public Landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of 80' in length spaced 480' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Sidewalks should be integrated into the landscaping in the public right-of-way.
- Planting layout is to be informal, random tree placement.



Example of informal public district arterial landscape in the right-of-way

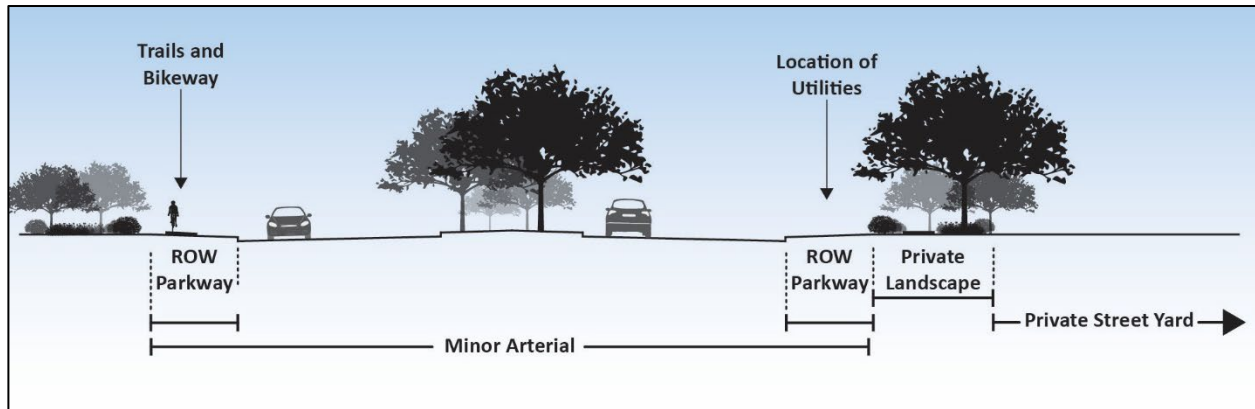


2.0 AREA PLANS

Public Landscaping within the median

This approach is appropriate when utilities are located under the parkway, and infringe upon the ability to provide landscaping within the parkway.

- Tree Groves of 80' in length spaced 480' apart.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Planting layout is to be informal, random tree placement.



Private Street Yard Area Landscape

- Landscape Street Buffer planting located adjacent to the ROW/Property line back into private property to a width of 15'.
- Planting layouts should be informal with a curvilinear planting edge.
- Improvements include landscaping and/or earthen berms, to a height of three feet maximum to screen surface parking in accordance with the Town's Land Development Regulations.
- Implementation will be provided at the time of development by private developer.

Compatibility buffer on the south side of Spinks Road

A 25' minimum street buffer and landscape screen is required along the south side of Spinks Road for Commercial /Industrial development, including berms and shrubs for complete visual screening from the residential neighborhoods on the north side of Spinks Road.

Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the landscape street buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be integrated with the public landscape and the private landscape buffer.



Example of compatibility buffer on Spinks Road

2.0 AREA PLANS

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.
- Shade trees are required in accordance with the Land Development Regulations.



Landscape screening of parking example

Vehicular Entrances from Minor Arterials

- Divided entries shall have a 6' minimum width highly landscaped median to improve traffic safety.
- Sight distances and visibility at driveway intersections must be in accordance with the Land Development Regulations.
- Planting layout to be informal and utilize small flowering trees and shrubs.
- Designed to provide opportunities for shared access to aid in traffic management and reduce the number of curb cuts along minor arterials.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.



Signage in the divided median example

Bridges

- Vehicular bridges for District Arterials should have a special treatment design and materials enhancement beyond standard bridge construction.
- The treatments should include railing and abutment designs that increase their civic character and reflection of the Town's community character.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges are to incorporate sidewalk access to provide pedestrian continuity, where appropriate.



Minor arterial bridge enhancement



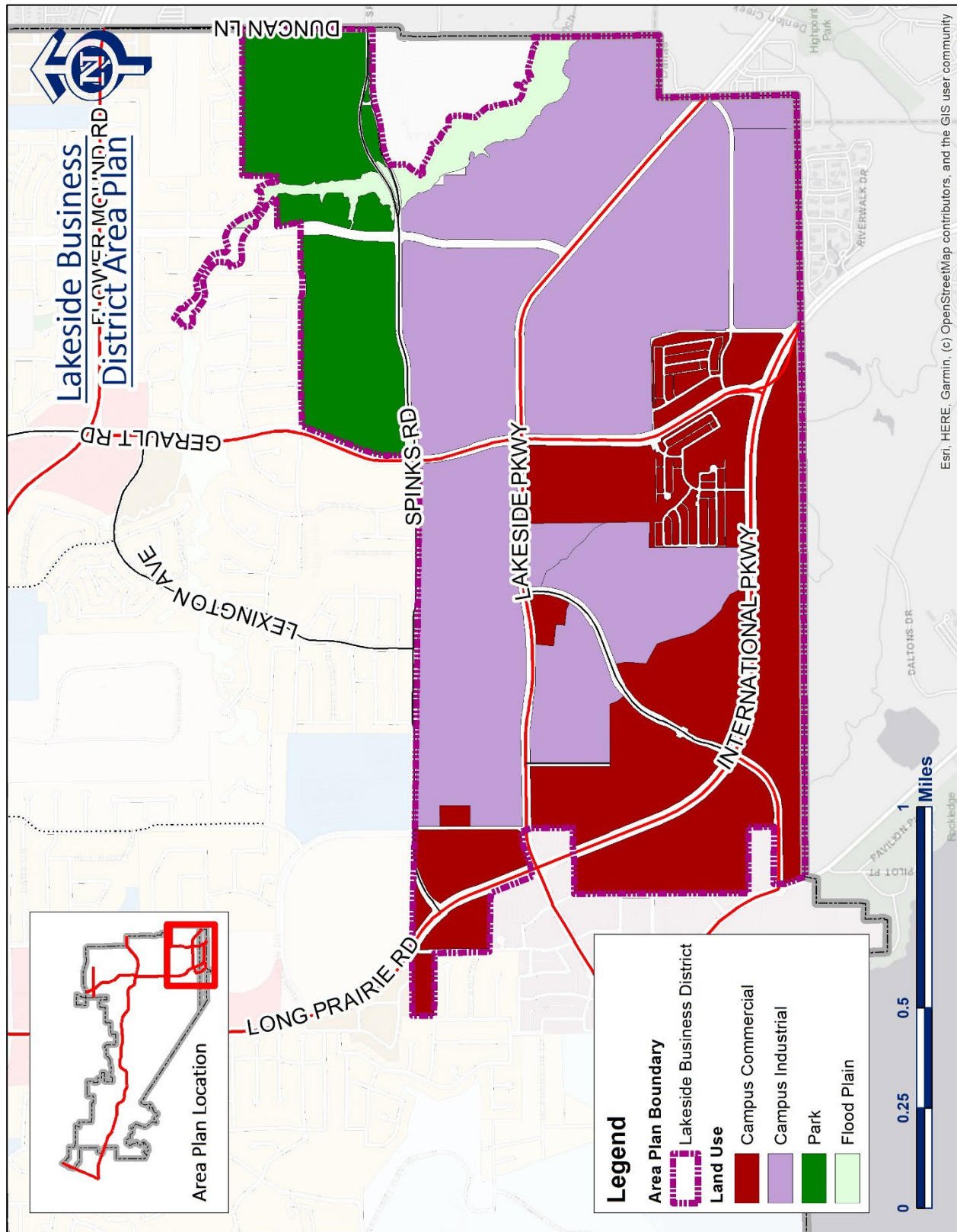
Minor arterial bridge enhancement



Minor arterial bridge enhancement

2.0 AREA PLANS

10. District Map



2.0 AREA PLANS

Denton Creek District

The Denton Creek District is located in western region of Flower Mound 7 miles north of the Perot Field Fort Worth Alliance Airport and near the Texas Motor Speedway. Excellent regional access for future development is provided by Interstate I-35W, US 377, and Cross Timbers Road (FM 1171).

1. Land Use Categories

Campus Commercial-- Large scale uses serving a regional market, and suitable for location easily accessible from an Interstate freeway, such as: corporate offices, office parks, hotels and resorts, retail, entertainment, restaurants and similar uses. These should be developed in large scale planned campus settings.

Campus Industrial-- Large scale developments such as corporate offices, office parks, service/repair, light industry, clean assembly and similar uses, in a planned campus setting. Retail and restaurant uses serving the campus industrial uses could be included, if they are planned as integral elements of the developments.

Commercial/Industrial-- Large scale developments such as corporate offices, office parks, retail, service/repair, light industry, clean assembly and similar uses. In larger commercial/industrial districts, restaurants are encouraged within walking distance of the commercial/industrial buildings.

Office-- Office and services uses ranging from garden office developments for small professional practices to larger, multi-story facilities for large tenants. This category would not typically include retail uses, except for incidental service or convenience retail for the office building tenants. In larger office districts, restaurants are encouraged within walking distance of the office buildings.

Retail-- Neighborhood or Community oriented commercial area with a variety of uses ranging from restaurants and beauty salons to supermarkets and drug stores. Small professional offices, such as title companies, doctors and dentists, legal, real estate, etc. could be included in this land use category.

Mixed Density Residential-- Appropriate residential uses could include Medium or High Density Residential.

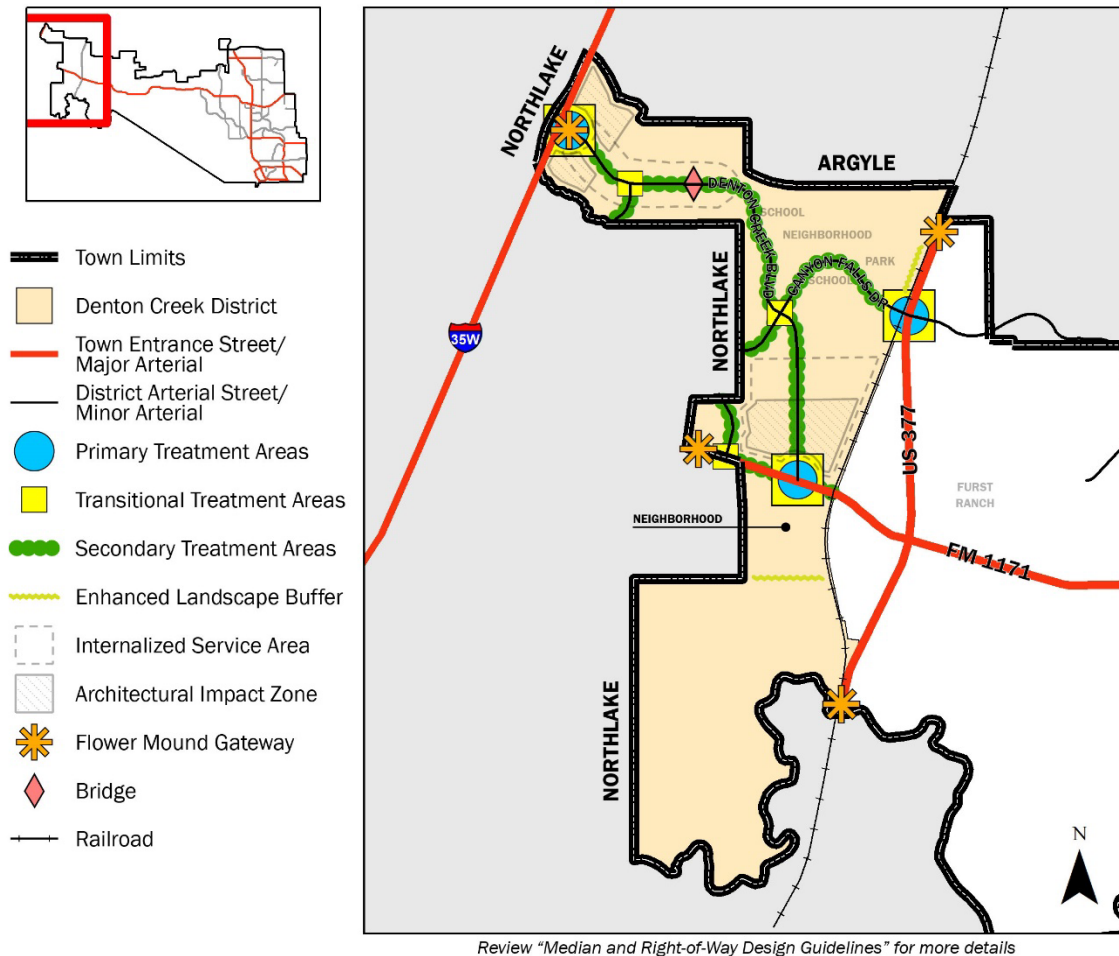
Medium Density Residential-- development typically would be single family detached residential development with minimum 10,000 square foot lots (nominally 1/ acre) or greater.

High Density Single Family Detached-- Residential development, typically being single family detached residential development, with minimum 3,000 square foot lots or greater.

High Density-- Residential development with 5 dwelling units per net acre or greater. Included in this category are duplexes, townhouses and garden apartments. Under this land use, no more than 300 multi-family dwelling units shall be permitted south of Canyon Falls Drive.

2.0 AREA PLANS

2. District Elements



Definitions

Roadways— There are various roadway types within the Denton Creek District.

Please refer to the "Town of Flower Mound Thoroughfare Plan" for more specific information on roadways in the Denton Creek District.

Town Entrance Street – Applies to the major arterials in the Denton Creek District: Cross Timbers Road (FM 1171) and US 377, and frontage adjacent to I-35W.

District Arterial Street – Applies to the minor arterials in the Denton Creek District: portions of Denton Creek Boulevard, Canyon Falls Drive, and the future minor urban arterial in the district's northwestern quadrant.

Primary Treatment Areas – Applies when Town Entrance Streets (major arterials) intersect with each other.

Please refer to the "Area 1" description in the Town's "Median and Right-of-way Design Guidelines" for more specific information.

2.0 AREA PLANS

Transitional Treatment Areas – Applies when a District Arterial Street (minor arterial) intersects with another District Arterial Street or Town Entrance Street (major arterial). Transitional Treatment Areas are also found around Primary Treatment Areas as they provide secondary landscaping.

Refer to the “Area 2” description in the “Median and Right-of-Way Design Guidelines” for more specific information.

Secondary Treatment Areas – Applies to portions of Town Entrance Streets and District Arterials between primary and transitional treatment areas.

Refer to the “Area 3” description in the “Median and Right-of-Way Design Guidelines” for more specific information.

Enhanced Landscape Buffer – Supplementary to the Town’s Code of Ordinance landscaping standards and is intended to maximize screening.

Internalized Service Areas— Area for intense elements essential to appropriate commercial and industrial uses that should be internal to the development and not visible from major arterials.

Architectural Impact Zone— Designated for highly visible, prominent land at district and Town entrances.

Flower Mound Gateways— Distinctive entry demarcation to the Town of Flower Mound will help distinguish it as a unique community. Flower Mound Gateways are planned at or near the Town limits I-35W, US 377, and Cross Timbers Road (FM 1171).

Please refer to the Town’s “Median and Right-of-way Design Guidelines” for more specific information on gateways and monументation.

Parks and Floodplain – There is a park in the Denton Creek District: Canyon Falls Park.

Please refer to the “Parks and Trails Plan” for more specific information on this park.

Trail System – There are various trail segments planned within the Denton Creek District including the regional Veloweb Trail System.

Please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information on the trail system.

Tree Groves – Tree groves are defined as a group of trees that consist of the same species.

2.0 AREA PLANS

3. Street Lighting

The street lighting standard and fixture on major and minor arterial streets should be selected by the Town as a distinctive lighting element.

4. Architectural Impact Zone

Architectural facades along the Town Entrance Streets will be a significant contributor to the image of the Denton Creek District, and should be designed to an exemplary standard for their use. Parking between the building line and the street should be kept to a minimum to enhance the landscape image of the District.



Example of existing light fixture light fixture

Additionally, the land in this zone of the Denton Creek District is highly visible from traffic on Denton Creek Boulevard as it enters Flower Mound from I-35W and Cross Timbers Road. Because of the prominence of these sites, and its significance to the Town's entry, buildings in this zone as seen from Denton Creek Boulevard should be designed with particular attention to architectural quality and features.

Architectural elements visible from Denton Creek Boulevard

- Tilt-wall buildings are not precluded from this zone.
- Facades and elevations seen from Denton Creek Boulevard should be of significantly higher architectural quality than is generally associated with other nonresidential buildings.
- Mechanical systems in this zone should be 100% screened from view from the Denton Creek Boulevard public right of way.

5. Sidewalks

- Sidewalks are required by the Land Development Regulations, in addition to the Landscape Street Buffer.
- Implementation will be provided at the time of development by the developer.
- Sidewalks should be curvilinear and integrated with the public landscape and the private landscape buffer.

6. Internalized Service Areas

In the areas of the Denton Creek District designated as suitable for Commercial/Industrial, Campus Commercial, or Campus Industrial land uses, service areas such as truck docks, railroad platforms, layout or storage yards, utility components, trash handling, and similar intense elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the major surrounding streets: FM 1171, I-35W, US 377, and proposed urban minor arterials. Such uses should not be visible from these roadways.

- Service areas such as truck docks, layout or storage yards, utility components, trash handling and similar unsightly elements that are essential to appropriate commercial and industrial uses should be planned for locations internal to the development areas bounded by Town Entrance Streets and Secondary Treatment Areas.
- Such service uses should not be visible from the Town Entrance Streets and Secondary Treatment Areas.
- Screening should be by planting, landforms, or walls, as described under District Landscape Street Buffers.

2.0 AREA PLANS

7. Parks and Floodplain

There is a significant floodplain along the southwestern, western and northwestern edge of the Denton Creek District. Since the Town of Flower Mound discourages construction in floodplains, and alteration of floodplains, these areas should not be developed. They should be incorporated into the landscape planning for adjoining development. Since they are anticipated to include segments of the Town's multi-purpose trail in the future, site development in the adjoining High Density Residential, Office, Campus Commercial, and Commercial/Industrial areas should be planned for compatible adjacent uses, site features, and avoid exterior storage, utility and similar uses in direct view of the potential trail areas.

8. Trees and Natural Features

Several large areas of trees, drainage courses and other natural features exist within the Denton Creek District. These natural features are representative of the distinctive natural atmosphere of Flower Mound, and can have high amenity value for development. Existing trees fall within the purview of the Town's Tree Preservation Ordinance. Trees and other natural amenities should be incorporated into the planning and landscape design of developments within the Denton Creek District.

2.0 AREA PLANS

9. Town Entrance Street (major arterials)

Town Entrance Landscape applies to all major arterials within the Denton Creek District. Such roadways that pass through the district are appropriate for, and should be compatible with, anticipated non-residential development. However, because these roadways serve all of Flower Mound, Town Entrance Streets should also reflect the rural character and high quality of the entire Town.

The intent is that the public and private landscaping design along these roadways should be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely by the private sector.

These landscape guidelines are intentionally more stringent than the landscaping requirements from the Town's Land Development Regulations. Therefore, the resulting design is expected to be different from other districts in Flower Mound.

The Town Entrance Streets (major arterials) include the following roadways:

- Cross Timbers Road (FM 1171)
- Frontage along I-35W
- US 377

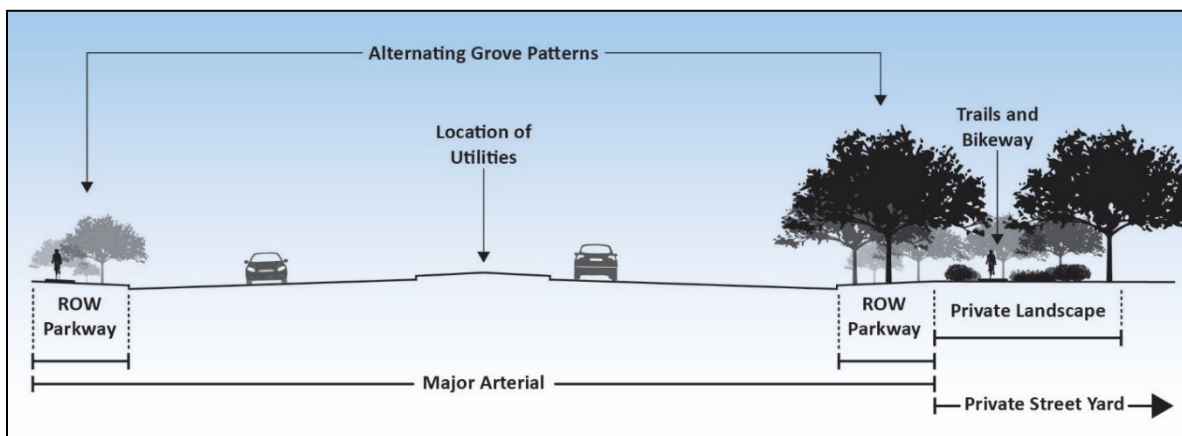
Public landscaping within the right-of-way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of not less than 100' in length spaced not more than 700' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species from the approved Town of Flower Mound R.O.W. & Median Plant List.
- Tree groves are comprised of a group of trees of the same species from the Town of Flower Mound approved Tree Planting list.
- Planting layout is to be informal, random tree placement.



Informal tree groves example



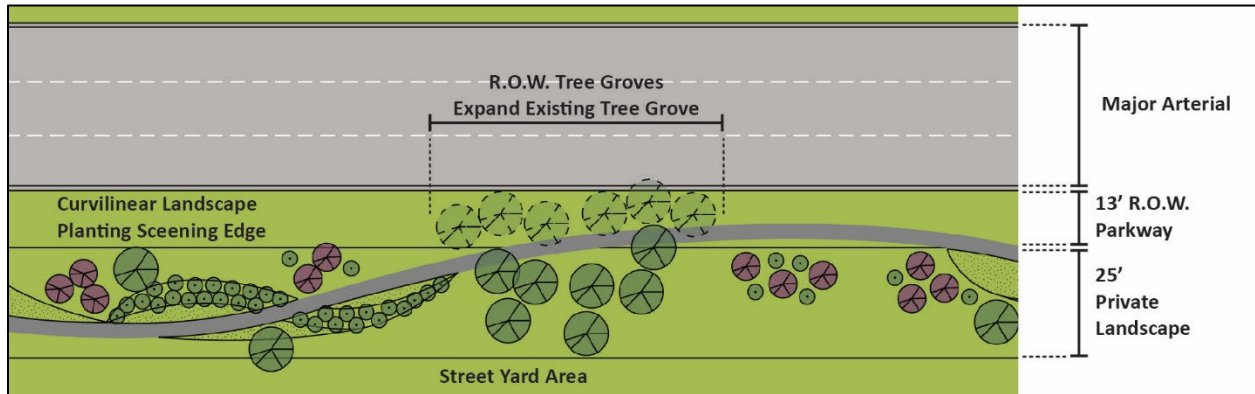
Public Landscaping within the Median

Please refer to the appropriate street type within the "Median and Right-of-Way Design Guidelines" as well as the description of Areas 1, 2, and 3 for more specific details and recommendations about public landscaping within major arterial medians.

2.0 AREA PLANS

Private Street Yard Area Landscape

- A 25' wide Landscape Street Buffer is located from the R.O.W./Property line set back into the private property. This Buffer is within the Building Setback (Street Yard) area described in the Town's Landscaping Standards.
- Plantings should be in a curvilinear planting layout.
- Implementation will be provided at the time of development by the developer.



Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards of Town Entrance Arterials shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.



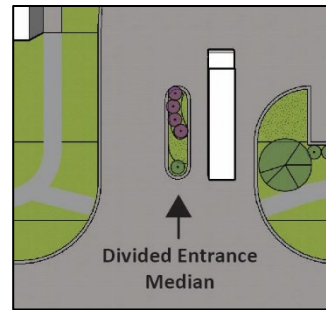
2.0 AREA PLANS

Vehicular Access from Major Arterials

- Divided entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Such entries should not be located within the R.O.W. parkway.
- Landscaping should only include low-growing plants, groundcovers, and/or hardscaping, and should not interfere with vehicle and pedestrian safety.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.
- Provide opportunities for shared access between adjacent developments to aid in traffic management and reduce the number of curb cuts along roadways.



Divided entrance median example



Median illustration

Bridges

- Vehicular bridges should have a special architectural treatment and enhancement beyond standard conditions.
- The treatments should include railing and abutment designs that increase their civic character and relationship to the Town.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- The future Bridge at Interstate 35W is a reflection of Flower Mound for all regional traffic, and should be of exemplary architectural quality as seen both from the freeway and on the bridge itself.
- Bridges on arterials are to incorporate sidewalk access to provide pedestrian continuity, as appropriate.



Enhanced freeway and overpass bridge treatment example



Enhanced treatment example

2.0 AREA PLANS

10. District Arterial Street (minor arterials)

District Arterial Streets include all minor arterials serving the Denton Creek District. Their landscape and urban design treatment should reflect the high quality non-residential developments anticipated in the district, but should also reflect the rural character and quality of the overall Town and respect residential adjacencies.

The intent is that the public and private landscaping design along these roadways be integrated, whether separately by the public and private sectors, as a joint public-private effort, or entirely be the private sector.

The following guidelines are intentionally more stringent than the landscaping requirements of the Land Development Regulations. The resulting design is expected to be different from other districts in Flower Mound.

The District Arterial Streets include the following roadways (minor arterials):

- Canyon Falls Drive
- Denton Creek Boulevard
- Future urban minor arterial in the district's northwestern quadrant

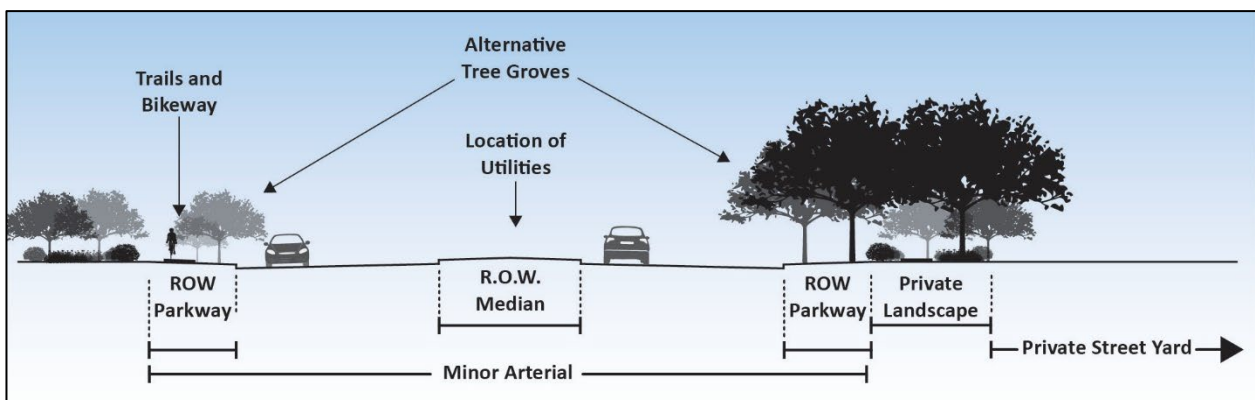
Public Landscape within the right of way parkway

This approach is appropriate when utilities are located under the street or the median and do not infringe upon the ability to provide the planting indicated within the parkway.

- Tree groves of 80' in length spaced 480' apart with an alternating pattern across the street.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.
- Planting layout is to be informal, random tree placement.
- Placement of driveway curb cuts should be in accordance with the Town's Engineering Standards. When there are conflicts between driveway locations and the landscape guidelines, the planting should be adjusted, but follow the intent of the guidelines as closely as possible.



Example of informal public district arterial landscape in the right-of-way

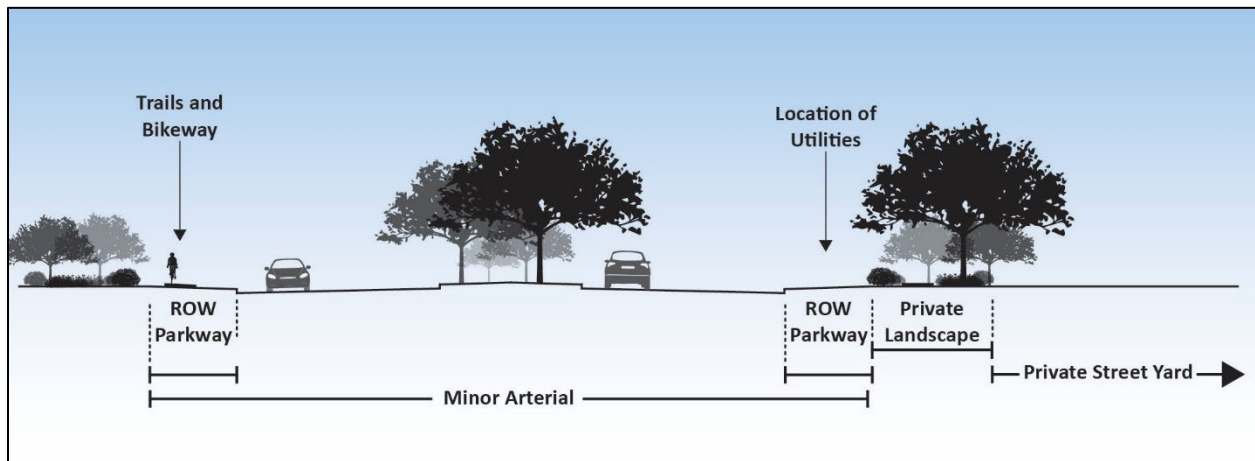


2.0 AREA PLANS

Public Landscape within the median

This approach is appropriate when utilities are located under the parkway, and infringe upon the ability to provide the landscape within the parkway.

- Tree Groves of 80' in length spaced 480' apart.
- Trees are to be a large deciduous tree species type from the approved Town of Flower Mound R.O.W. & Median Tree Plant List.
- Planting layout is to be informal, random tree placement.
- A curvilinear sidewalk with large tangent curves with no less than 400' tangent intersection points, within the public right-of-way.



Private Street Yard Area Landscape

- Landscape Street Buffer planting located adjacent to the ROW/Property line back into private property to a width of 15'.
- Planting layouts should be informal with a curvilinear planting edge.
- Improvements include landscaping and/or earthen berms, to a height of three feet maximum to screen surface parking in accordance with the Town's Land Development Regulations.
- Implementation will be provided at the time of development by private developer.

Parking

- Parking shall be allowed in the front, side, and rear yards of buildings.
- Parking in the front yards shall be a maximum double loaded configuration with a single travel lane.
- Per the Town's ordinances, parking spaces must be screened from view and incorporate parking area trees.
- Shade Trees are required in accordance with the Land Development Regulations.



Landscape screening of parking example

2.0 AREA PLANS

Vehicular Entrances from Minor Arterials

- Divided Entries shall have a 6' minimum wide highly landscaped median to improve traffic safety.
- Sight distances and visibility at driveway intersections must be in accordance with the Land Development Regulations.
- Planting layout to be informal and utilize small flowering trees and shrubs.
- Provide opportunities for shared access to aid in traffic management.
- Signage, if utilized, shall conform to the Land Development Regulations, be monument signs, and be set back from street enough to allow for driver visibility.



Signage in the divided median example

Bridges

- Vehicular bridges for District Arterials should have a special treatment design and materials enhancement beyond standard bridge construction.
- The treatments should include railing and abutment designs that increase their civic character and reflection of the Town's community character.
- These bridge enhancements can be adapted to existing structures or completed with new construction.
- Bridges are to incorporate sidewalk access to provide pedestrian continuity, where appropriate.



Minor arterial bridge enhancement



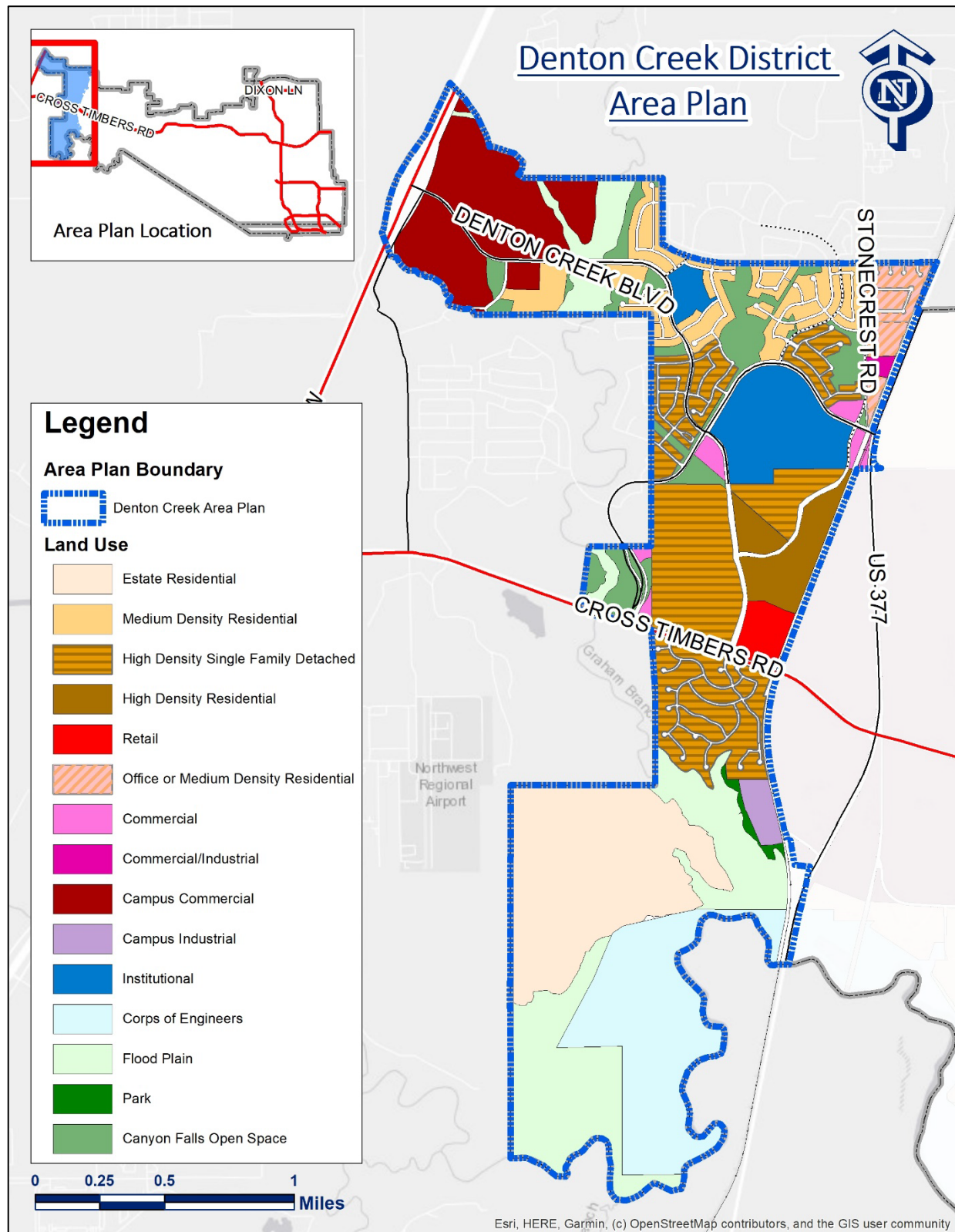
Minor arterial bridge enhancement



Minor arterial bridge enhancement

2.0 AREA PLANS

11. District Map



2.0 AREA PLANS

Cross Timbers Conservation Development District Area Plan

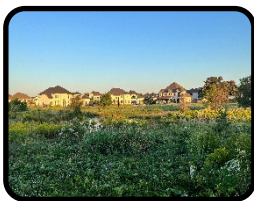
The Cross Timbers Conservation Development District (CTCDD) is predominantly a residential area, typically being single-family residential in combination with conservation areas. The CTCDD area plan identifies several elements intended to preserve ecosystems and other natural systems of the largely intact Cross Timbers ecological area in central Flower Mound. The CTCDD provides the Town with its unique country atmosphere and natural environment, while allowing environmentally sensitive development to occur.

There are multiple acceptable development options as well as existing developments within this district:



Entitled Residential Development

- Currently, several residential zoning districts exist within the CTCDD, with the majority designated for rural residential land uses



Conservation Residential Development

- This development type is only permitted within the A, Agricultural zoning district in the CTCDD
- Requires a planned development zoning application
- Provides ability for special environmental features to be preserved without unnecessarily compromising the number of buildable lots

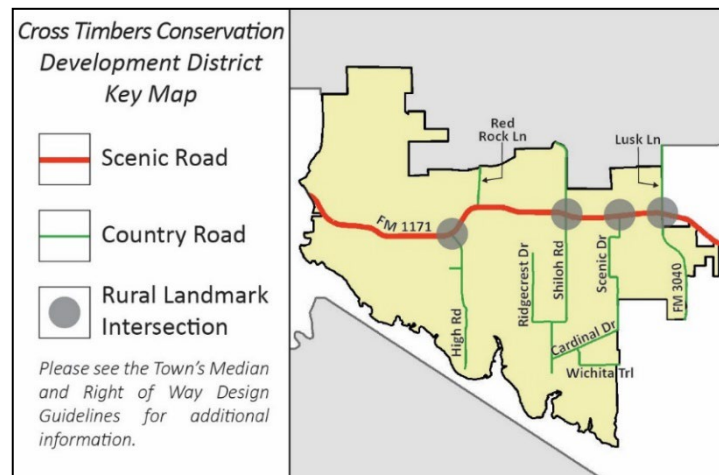


Non-Residential Development

- Non-residential development is allowed as permitted by underlying zoning districts
- Appropriate uses include, but are not limited to, equestrian centers, dude ranches, religious institutions, and boutique vendor markets.

Elements for consideration within the district include:

1. Scenic Corridors
2. Scenic Road (FM 1171)
3. Country Roads (Rural Collectors)
4. Conservation Design
5. Parks



2.0 AREA PLANS

1. Scenic Corridors



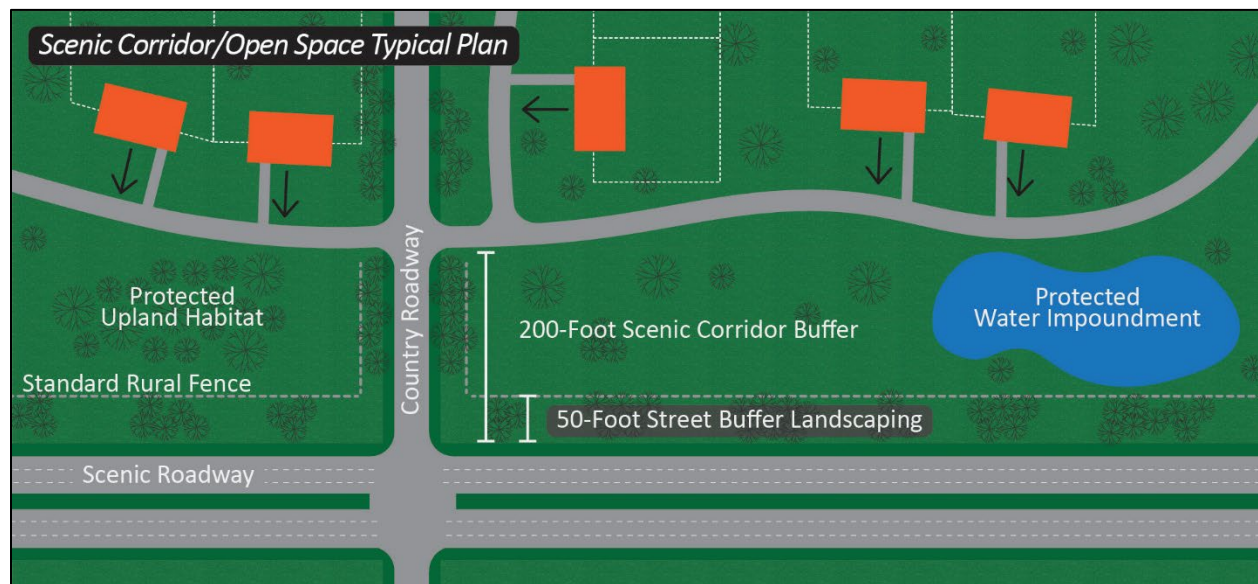
A Scenic Corridor is comprised of land visible from scenic or country roads that possesses natural elements indicative of a country atmosphere or natural environment.

To preserve these views, developments should be mindful of the relationship with these corridors and incorporate them as appropriate for the enjoyment of residents and motorists.

Scenic corridors are present along many roadways, including, but not limited to: Skillern Rd., Scenic Rd., Shiloh Rd., Rocky Point Rd., Red Rock Rd., High Rd., and FM 1171.

Scenic Road/Corridor Development Pattern

- Placement of homes along the Scenic Road should be behind a scenic corridor and face toward the Scenic Road.
- New homes should be accessed by internal local roadways and not directly from the Scenic Road.
- Homes visible within the scenic corridor should incorporate staggered setbacks and a meandering internalized roadway.
- The goal of siting homes using these methods is to ensure subdivisions are more distinct from their suburban counterparts elsewhere in Town.



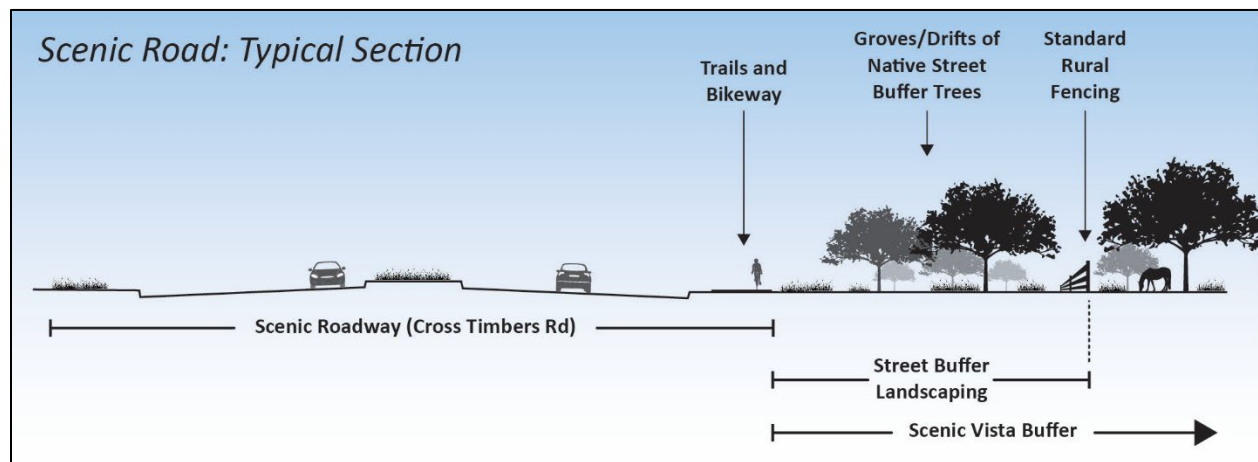
2.0 AREA PLANS

2. Scenic Road

Scenic Road (FM 1171) is a State-controlled right-of-way. The Town's vision for land adjacent to this roadway includes landscape treatments and a scenic corridor buffer, which will provide motorists with views of the native landscape and open spaces of the Cross Timbers ecosystem. Combined, the vision for these elements help distinguish the CTCDD from other areas of the Town and to preserve the rural and country atmosphere.

Scenic Road Landscape Treatment

- Within the street buffer landscaping area, trees should be planted in groves or drifts with informal native tree plantings randomly spaced to create a more natural design.
- Groves and drifts should be spaced to maximize visual corridors and not compromise scenic views of motorists.
- Newly planted tree groves should not be planted within rural landmark intersections that would limit motorists' views of scenic corridors.
- Native low-growth habit shrubs and/or ground cover plantings in association with intersections may be incorporated.
- Standard rural fencing should be considered as a boundary between the street buffer landscaping area and the remaining scenic corridor buffer.
- Trails and bikeways* along Scenic Road should meander between the right-of-way and street buffer landscaping area. * See the Town's Technical Report – Trails and Bikeways for more.



Access onto the Scenic Road

- New developments should be discouraged from having direct access onto Scenic Road; however, special circumstances may necessitate otherwise.
- It is preferred that internal entrance roadways feed onto Country Roads.
- The goal of limiting access onto Scenic Road is to avoid excessive congestion, traffic conflicts, and signalization of intersections.

2.0 AREA PLANS

Scenic Road Subdivision Entrances

- Subdivision entrances should reinforce the design and appearance of rural Texas ranch entrances.
- Elements such as open- or multi-rail fencing, metal signage, and limited use of masonry columns are acceptable.
- Surrounding landscaping should promote an inviting, rural appearance and utilize native plantings.
- Plantings for new tree-lined drive entrances are only acceptable if the trees are native species and do not obstruct motorist' view of the scenic corridor buffer (i.e. drives can be located directly alongside a substantial existing tree stand or grove).



Ranch Entrance Example



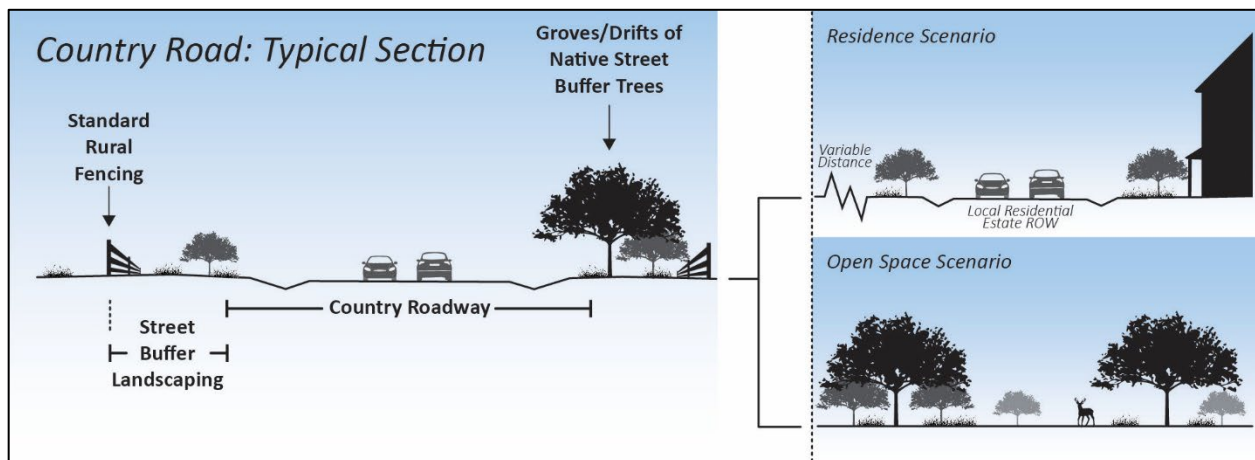
Subdivision Entrance Example



Tree-lined Driveway Example

3. Country Roads

The vision for Country Roads (Rural Collectors) promotes the protection of the natural landscape, opportunities for new native landscaping, and other design features intended to preserve the country atmosphere and natural environment of the District. Beyond the street buffer trees, may be scenic corridors/open spaces or residences, depending on the location and character of environmental features.



Country Road Development Pattern

- Placement of homes along a Country Road should face toward the Country Road.
- New homes should be accessed by internal local roadways, and not directly from Country Roads.
- Homes visible along a Country Road should incorporate staggered setbacks and a meandering internalized roadway.

2.0 AREA PLANS

- The goal of siting homes using these methods is to ensure subdivisions are more distinct from their suburban counterparts elsewhere in Town.

Country Road Landscape Treatment

- Should limit new plantings to native trees deemed appropriate to preserve scenic views.
- Trees should be planted in groves or drifts and spaced to maximize visual corridors and not compromise scenic views from Country Roads.
- Native low-growth habit shrubs and/or ground cover plantings in association with intersections may be incorporated.

4. Conservation Design

The purpose of a conservation development is to protect significant environmental features to preserve the rural and country atmosphere of this district. While considering the previous sections, subdivision design should plan for all environmentally sensitive areas (ESAs) to be protected when designing the location of infrastructure and home sites.



Land Planning for Conservation Development Typical Plan

Environmental Features

Careful consideration should be made to ensure ESAs are a prominent characteristic of a conservation development without endangering the integrity of the habitats contained within. In instances where environmental features do not provide a natural buffer, land permitting, proposed residential lots should be sited in a manner that respects the privacy of adjacent residences.



Example of designing around ESAs

Infrastructure

Infrastructure should be laid out to create a meandering internal local roadway to limit the appearance of traditional cul-de-sacs found elsewhere in Town.

Restoration of Open Spaces

If portions of a planned open space were impacted by prior development, restoration efforts should focus on vegetation-types native to the area.

5. Perimeter Fencing

Fencing within the CTCDD should be limited, when possible, to preserve wildlife access. When used, fencing should consider the following based on its intended location and use.

- Perimeter fencing along the Scenic Road or Country Roads should be multi-railed or pipe styled, and be neutral in color.



Multi-rail Fencing Example



Pipe Fencing Example

2.0 AREA PLANS

- Masonry walls and wood stockade fences are not appropriate for residential development within the CTCDD. The use of masonry columns may be appropriate if used sparingly or in association with a subdivision entrance.
- Internal fencing should be open air and meet minimum safety requirements for residential pools.

6. Parks

75% of respondents from the 2022 CTCDD survey supported allowing some recreational activities as an acceptable use within open spaces. The most cited examples for potentially acceptable parks included the following:

1. Soft surface trails	73%	< More Interest --- Less Interest >
2. Equestrian trails	57%	
3. Mountain bike trails	57%	
4. Playgrounds	49%	
5. Fishing piers	44%	
7. Concrete trails	38%	
8. Dog park	36%	



Recreational activities receiving less support included: pavilions with grills (27%), disc golf courses (27%), camping grounds (26%), playing fields (25%), and playing courts (22%).

Active Parks

The location of active parks should be based on the following priorities:

1. Should not disrupt natural features or habitats.
2. Equitable access from most residential lots within the development.
3. Parks should be visible from roadways and homes for safety purposes.

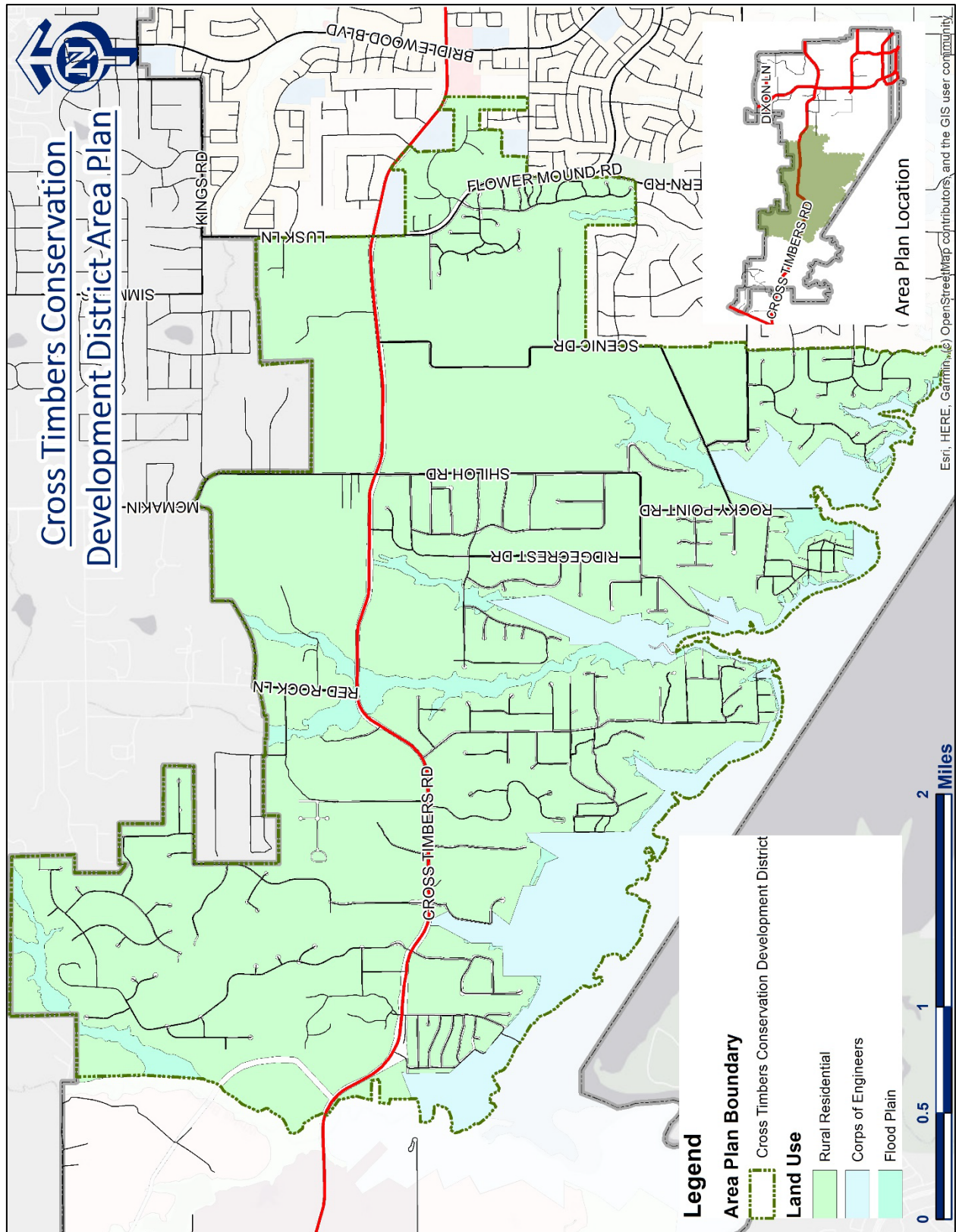
Parks should also feature earth tones, natural materials, and equipment with natural appearances.

Passive Parks

Trails of various types are considered passive parks. Though passive parks are appropriate through the entire development, careful consideration should be made to the location of trails based on the following priorities:

1. Trails should not disrupt natural features or habitats.
2. Trails should be visible from roadways and homes for safety purposes.

2.0 AREA PLANS



2.0 AREA PLANS

Prairie Vista District

1. White's Branch to US 377

Potential development includes property west of White's Branch floodplain and east of US 377, north and south of FM 1171. This zone consists of a few ranch type residences on very large tracts of land, with actively used pasture lands.

There are several options for land owners, including:

- Retain all or part of the property for personal use. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some economic benefit.
- Develop all or part of the property, or sell all or part of the property to others for development on one acre lots as permitted under the Estate Land Use Designation.
- Develop all or part of the property, or sell all or part of the property to others for development as a conservation development, with the number of lots as permitted under Estate Land Use Designation, but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program. This option would include the potential donation of a conservation easement on all or part of the property in order to realize some additional economic benefit.
- Develop all or part of the property at lot sizes larger than one acre, as permitted under the Estate Land Use Designation. This could include coordinated development for specialized types of development, such as equestrian oriented developments.
- Coordinate development planning with adjoining land owners as a combined conservation development, with the number of lots as permitted under the Estate Land Use Designation but with smaller lots and eligibility for incentive benefits as established by the Town's SMARTGrowth Program, as a coordinated Planned Development. This option would include (but not require) the potential of donating a conservation easement on all or part of the property in order to realize some additional economic benefit.

Roadways – For roadway information within the Prairie Vista District, please refer to the “Town of Flower Mound Thoroughfare Plan” for more specific information.

Parks and Trails - For parks and trails information within the Prairie Vista District, please refer to the “Town of Flower Mound Parks and Trails Plan” for more specific information.

Flood Plain - There is flood plain through a portion of the Prairie Vista District associated with White's Creek, as well as in the Corps of Engineers Property along Lake Grapevine. The flood plain would provide limitations and influence on development of property both north and south of FM 1171.

Trees and Natural Features – Prairie Vista is part of the Grand Prairie ecology, with the natural features featuring rolling prairie and wooded floodplains.

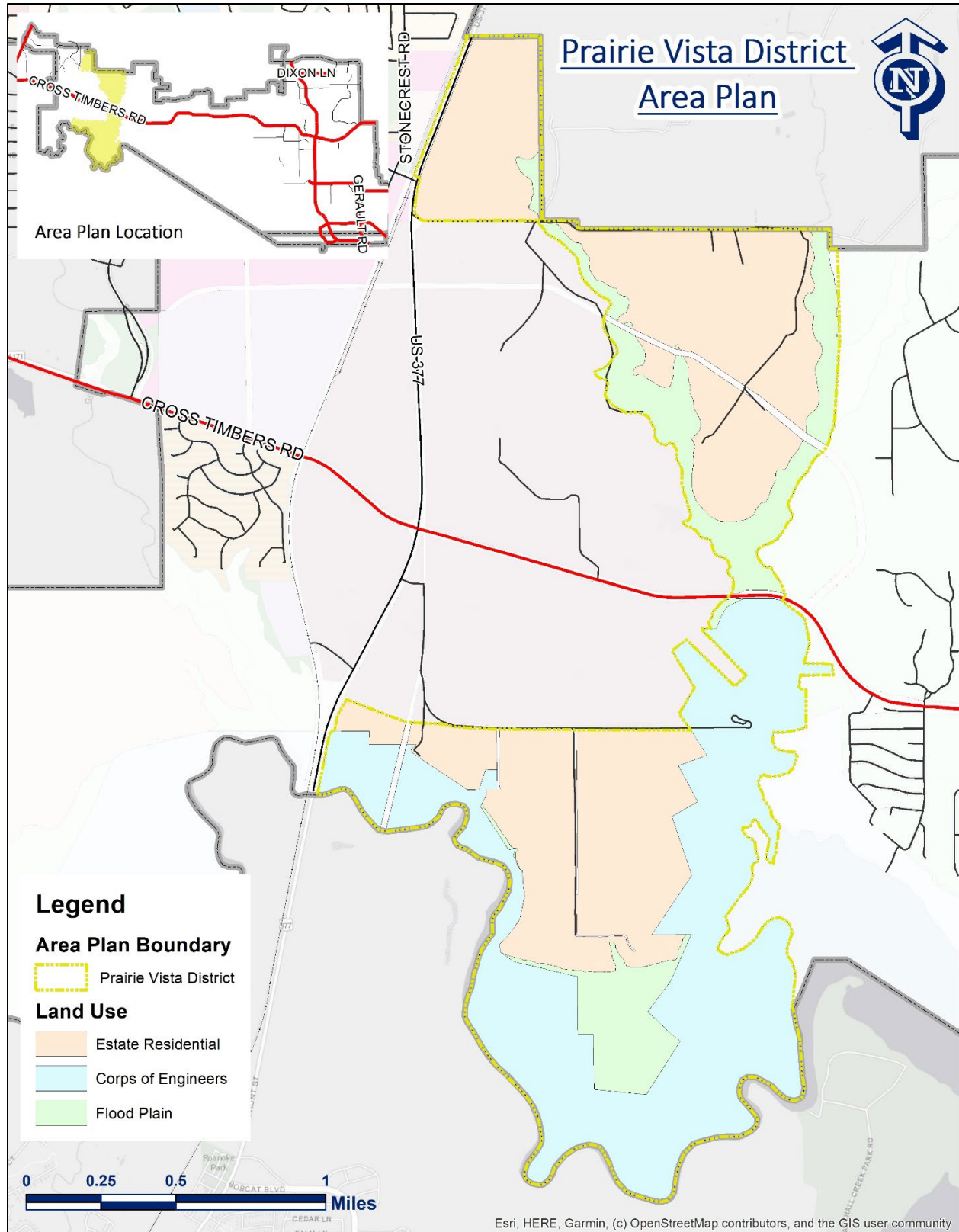
Scenic Corridors - The scenic corridor along FM 1171 at the upper level of the Cross Timbers escarpment is predominantly comprised of views close to the roadway as limited by heavily wooded

2.0 AREA PLANS

areas. These viewsheds would have to be incorporated into any land planning for each of the zones, if development is contemplated, and would require compliance with the “Town of Flower Mound SMARTGrowth Program” SMARTGrowth Analysis. This compliance could be achieved by locating development behind the trees and out of the view corridor from FM 1171.

The viewshed at the lower portion of the escarpment is extensive, due especially to the visibility from FM 1171 at the top of the escarpment. These viewsheds would have to be incorporated into any land planning for each of the zones, if development is contemplated, and would require compliance with the “Town of Flower Mound SMARTGrowth Program” SMARTGrowth Analysis. This might require large-scale open space or recreational developments, such as golf courses, on both the north and south sides of FM 1171.

2.0 AREA PLANS





TOWN COUNCIL AGENDA K.9. REGULAR ITEM(S)

DATE: May 20, 2024
FROM: Lexin Murphy, Director of Development Services
ITEM: **Public Hearing to consider an ordinance amending the zoning (ZPD23-0014 – La Estancia) from Planned Development District No.188 (PD-188) with Campus Industrial (CI) and Industrial District-2 (I-2) uses to Planned Development District No.202 (PD-202) with Single Family District-5 (SF-5), Single Family-Attached (SF-A), Multi-Family (MF), and Retail District-2 (R-2) uses, with certain waivers, exceptions, and modifications to the Code of Ordinances. The property is generally located north of Cross Timbers Road and west of U.S. Highway 377. (PZ recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.)**

BACKGROUND:

- Size - Approximately 263.6 acres
- Existing Zoning - Planned Development District No. 188 (PD-188) with Campus Industrial and Industrial District-2 (I-2) uses.
- Proposed Zoning - Planned Development District No. 202 (PD-202) with Single Family District-5 (SF-5), Single Family-Attached District (SF-A), Multi Family (MF) and Retail District-2 (R-2) uses.
- SMARTGrowth - Passed
- Traffic Analysis – Traffic Impact Analysis Completed. Recommendations were made for both onsite and offsite intersection improvements, including the installation of a traffic signal at Cross Timbers Road and Denton Creek Boulevard, as well as a hooded left turn in the median across from Misty Ridge Drive. These improvements would be installed once the additional traffic generated from the buildout of the site indicated the need with TxDOT approval.
- Modifications - See Planning and Zoning Commission staff report link below for detailed list of requested modifications.
- Incentives - N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 4 to 0 at its May 13, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

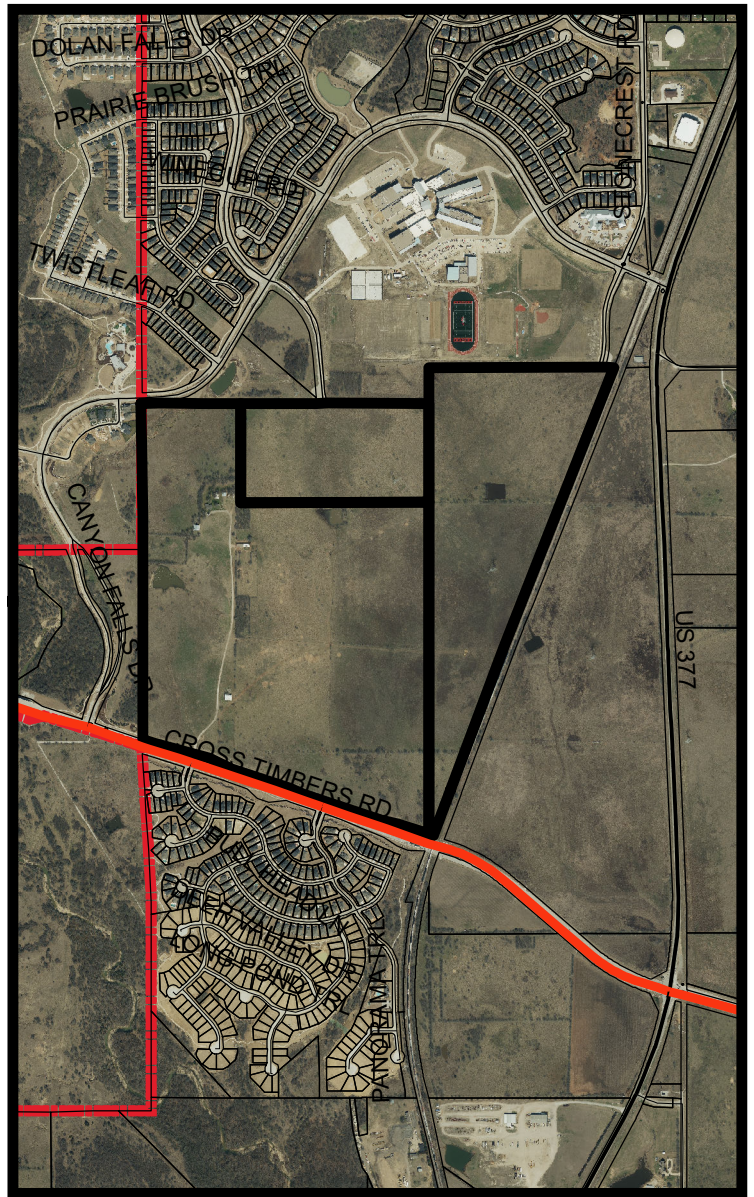
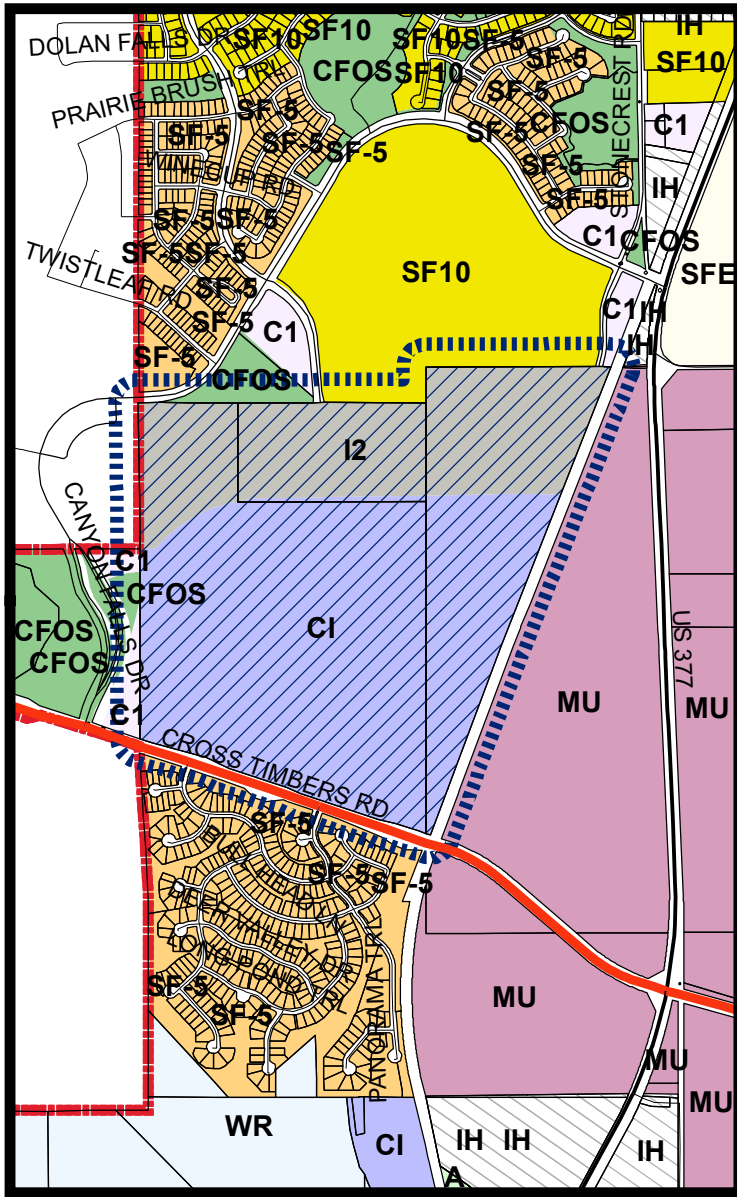
ATTACHMENTS:

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

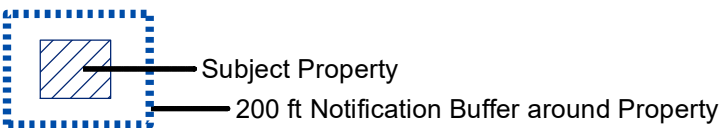
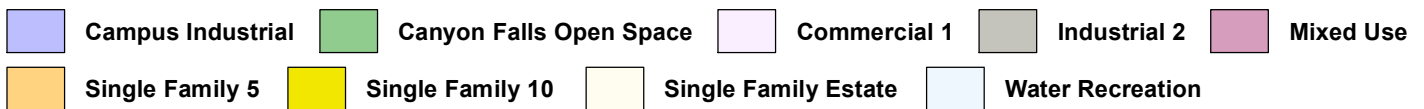
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

MPA23-0006 & ZPD23-0014: LaEstancia

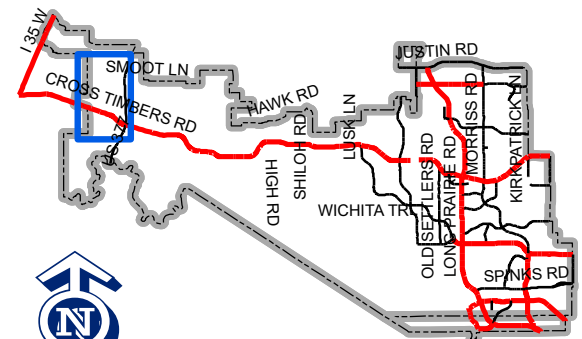


LEGEND

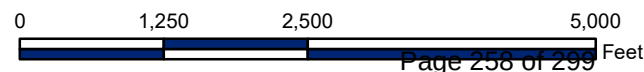


Visit www.fmdevmap.com to learn more about this project.

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 CHANGING THE ZONING ON CERTAIN PROPERTY DESCRIBED AS AN APPROXIMATELY 263.6 ACRE TRACT OF LAND IN THE JOEL WILBURN SURVEY, ABSTRACT NO. 1416, MEP&P RR CO. SURVEY, ABSTRACT NO. 922, AND BBB&C RR CO SURVEY, ABSTRACT NO. 154, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT DISTRICT-188 (PD-188) WITH CAMPUS INDUSTRIAL (CI) AND INDUSTRIAL DISTRICT-2 (I-2) USES TO PLANNED DEVELOPMENT DISTRICT-202 (PD-202) WITH SINGLE FAMILY DISTRICT-5 (SF-5), SINGLE FAMILY-ATTACHED (SF-A), MULTI FAMILY (MF), AND RETAIL DISTRICT-2 (R-2) USES, 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, Exhibit "A" of Subpart B, of the Code of Ordinances, Town of Flower Mound, Texas, as amended ("Land Development Regulations"), 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 being approximately 263.6 acres of land in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Property"), have filed an application to change the zoning from Planned Development District-188 (PD-188) with Campus Industrial (CI) and Industrial District-2 (I-2) uses to Planned Development District-202 (PD-202) with Single Family District-5 (SF-5), Single Family-Attached (SF-A), Multi Family (MF), and Retail District-2 (R-2) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on May 13, 2024, and the Town Council of the Town held a public hearing on May 20, 2024, 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 of the Property; and,

WHEREAS, the Town Council finds that amendment of the official 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 are hereby amended with regard to the hereinafter described Property and area to establish a Planned Development District, as described below:

Approximately 263.6 acres of land in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, as more fully described in Exhibit "A," attached hereto and incorporated herein.

Planned Development District-202 (PD-202) with Single Family District-5 (SF-5), Single Family-Attached (SF-A), Multi Family (MF), and Retail District-2 (R-2) uses.

SECTION 2

The Development Standards, Conceptual Site Plan and Conceptual Landscape Plan, of this Planned Development District No. 202 (PD-202), attached hereto as Exhibits "B," "C," and "D," respectively, and each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Development District No. 202 (PD-202).

SECTION 3

The Land Development Regulations of the Town are hereby amended by repealing Planned Development District-188 (PD-188), in its entirety.

SECTION 4

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. 202 (PD-202), as set forth above.

SECTION 5

The use of the Property shall be subject to all restrictions, terms, and conditions contained herein and in Exhibits "B," "C," and "D" attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town.

SECTION 6

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 7

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 8

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 9

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 10

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

SECTION 11

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 20TH DAY OF May, 2024.

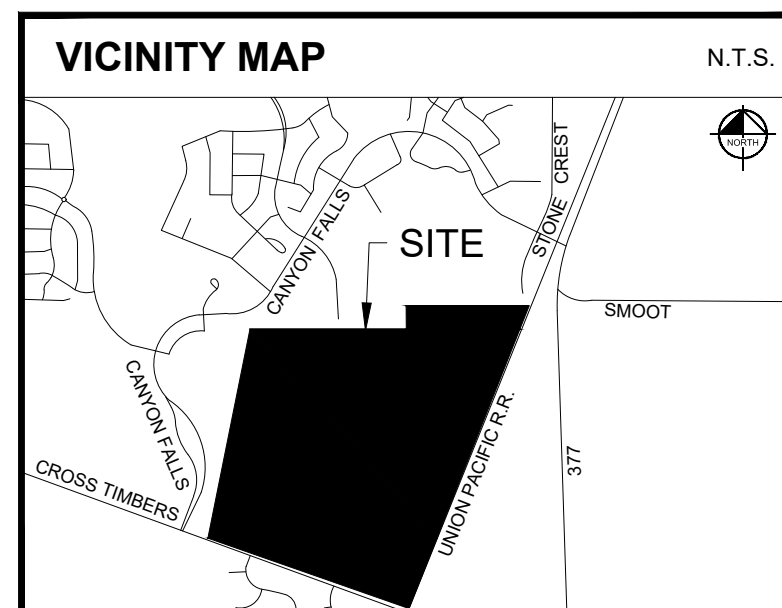
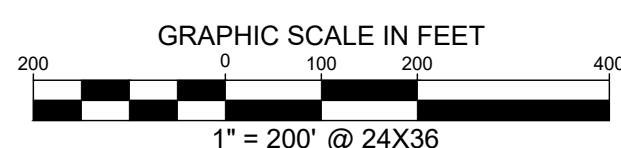
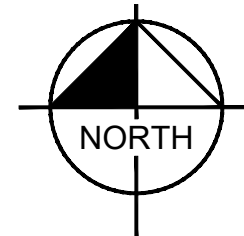
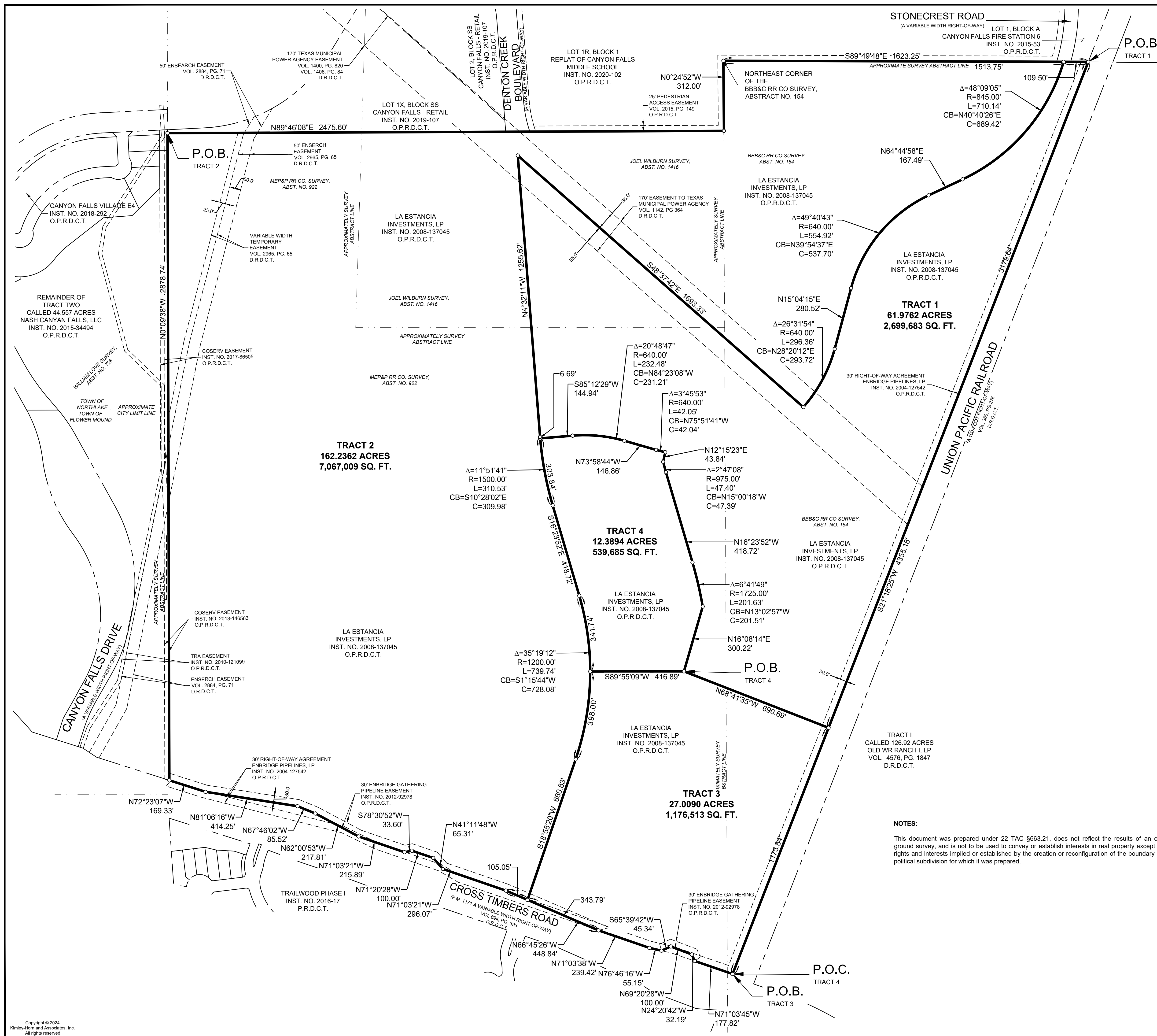
APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

EXHIBIT A - ZONING EXHIBIT



LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
	WATER LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	UNDERGROUND GAS LINE
	OVERHEAD UTILITY LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELEPHONE LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

LEGEND

VOL. = VOLUME
PG. = PAGE
SQ. FT. = SQUARE FEET
INST. NO. = INSTRUMENT NUMBER
P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF DENTON
COUNTY, TEXAS
M.R.D.C.T. = MAP RECORDS OF DENTON
COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS
OF DENTON COUNTY, TEXAS

METES & BOUNDS EXHIBIT

TRACT 1 - 61.9762 ACRES
TRACT 2 - 162.2362 ACRES
TRACT 3 - 27.0090 ACRES
TRACT 4 - 12.3895 ACRES
OVERALL - 263.6109 ACRES
MEP&P RR CO SURVEY, ABSTRACT NO. 922,
BBB&C RR CO SURVEY, ABSTRACT NO. 154,
JOEL WILBURN SURVEY, ABSTRACT NO. 1416
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS

Kimley»»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1311
Fax No. (972) 239-3800

<u>Scale</u> 1" = 200'	<u>Drawn by</u> LDV	<u>Checked by</u> JAD	<u>Date</u> Feb. 2024	<u>Project No.</u> 064408611	<u>Sheet No.</u> 1 OF 2
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ZONING DESCRIPTION

TRACT 1:

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, BBB&C RR CO Survey, Abstract No. 154, and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said La Estancia Investments, LP tract and the southeast corner of Lot 1, Block A, Canyon Falls Fire Station 6, an addition to the Town of Flower Mound, recorded in Instrument No. 2015-53 of said Official Public Records, in the west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

THENCE with said west right-of-way line of Union Pacific Railroad, South 21°18'25" West, a distance of 3,179.64 feet to a point for corner;

THENCE departing said west right-of-way line of Union Pacific Railroad, over and across said La Estancia Investments, LP tract, the following courses and distances:

North 68°41'35" West, a distance of 690.69 feet to a point for corner;
North 16°08'14" East, a distance of 300.22 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of North 13°02'57" West, 201.51 feet;
In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 201.63 feet to a point for corner;
North 16°23'52" West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 975.00 feet, a central angle of 02°47'08", and a chord bearing and distance of North 15°00'18" West, 47.39 feet;
In a northwesterly direction, with said tangent curve to the right, an arc distance of 47.40 feet to a point for corner;
North 12°15'23" East, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 640.00 feet, a central angle of 03°45'53", and a chord bearing and distance of North 75°51'41" West, 42.04 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 42.05 feet to a point for corner;
North 73°58'44" West, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 20°48'47", and a chord bearing and distance of North 84°23'08" West, 231.21 feet;
In a westerly direction, with said tangent curve to the left, an arc distance of 232.48 feet to a point for corner;
South 85°12'29" West, a distance of 144.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of North 04°39'51" West, 6.69 feet;
In a northerly direction, with said non-tangent curve to the right, an arc distance of 6.69 feet to a point for corner;
North 04°32'11" West, a distance of 1,255.62 feet to a point for corner;
South 48°37'42" East, a distance of 1,693.33 feet to a point at the beginning of a non-tangent curve to the left with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of North 28°20'12" East, 293.72 feet;
In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 296.36 feet to a point for corner;
North 15°04'15" East, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of North 39°54'37" East, 537.70 feet;
In a northeasterly direction, with said tangent curve to the right, an arc distance of 554.92 feet to a point for corner;
North 64°44'58" East, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of North 40°40'26" East, 689.42 feet;
In a northerly direction, with said tangent curve to the left, an arc distance of 710.14 feet to a point for corner in the north line of said La Estancia Investments, LP tract;

THENCE with said north line of the La Estancia Investments, LP tract, South 89°49'48" East, a distance of 109.50 feet to the **POINT OF BEGINNING** and containing 2,699.683 square feet or 61.9762 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING DESCRIPTION

TRACT 2:

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of Lot 1X, Block SS, Canyon Falls - Retail, an addition to the Town of Flower Mound, recorded in Instrument No. 2019-107 of said Official Public Records and the northwest corner of said La Estancia Investments, LP tract;

THENCE with the north lines of said La Estancia Investments, LP tract, the following courses and distances:

North 89°46'08" East, a distance of 2,475.60 feet to a point for corner;
North 00°24'52" West, a distance of 312.00 feet to a point for corner;
South 89°49'48" East, a distance of 1,513.76 feet to a point at the beginning of a non-tangent curve to the right with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of South 40°40'26" West, 689.42 feet;

THENCE departing said north line of the La Estancia Investments, LP tract, over and across said La Estancia Investments, LP tract, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 710.14 feet to a point for corner;
South 64°44'58" West, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of South 39°54'37" West, 537.70 feet;
In a southwesterly direction, with said tangent curve to the left, an arc distance of 554.92 feet to a point for corner;
South 15°04'15" West, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of South 28°20'12" West, 293.72 feet;
In a southwesterly direction, with said tangent curve to the right, an arc distance of 296.36 feet to a point for corner;
North 48°37'42" West, a distance of 1,693.33 feet to a point for corner;
South 04°32'11" East, a distance of 1,255.62 feet to a point at the beginning of a tangent curve to the left with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of South 04°39'51" East, 6.69 feet;
In a southerly direction, with said tangent curve to the left, an arc distance of 6.69 feet to a point at the beginning of a compound curve to the left with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of South 10°35'42" East, 303.32 feet;
In a southerly direction, with said compound curve to the left, an arc distance of 303.84 feet to a point for corner;
South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of South 08°14'21" East, 340.59 feet;
In a southerly direction, with said tangent curve to the right, an arc distance of 341.74 feet to a point at the beginning of a compound curve to the right with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of South 09°25'15" West, 396.18 feet;
In a southerly direction, with said compound curve to the right, an arc distance of 398.00 feet to a point for corner;
South 18°55'20" West, a distance of 660.83 feet to a point for corner in the south line of said La Estancia Investments, LP tract and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 66°45'26" West, a distance of 105.05 feet to a point for corner;
North 71°03'21" West, a distance of 296.07 feet to a point for corner;
North 41°11'48" West, a distance of 65.31 feet to a point for corner;
North 71°20'28" West, a distance of 100.00 feet to a point for corner;
South 78°30'52" West, a distance of 33.60 feet to a point for corner;
North 71°03'21" West, a distance of 215.89 feet to a point for corner;
North 62°00'53" West, a distance of 217.81 feet to a point for corner;
North 67°46'02" West, a distance of 85.52 feet to a point for corner;
North 81°06'16" West, a distance of 414.25 feet to a point for corner;
North 72°23'07" West, a distance of 169.33 feet to a point for the southwest corner of said La Estancia Investments, LP tract;

THENCE departing said north right-of-way line of Cross Timbers Road, with the west line of said La Estancia Investments, LP tract, North 00°09'38" West, a distance of 2,878.74 feet to the **POINT OF BEGINNING** and containing 7,067,009 square feet or 162.2362 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING DESCRIPTION

TRACT 3:

BEING a tract of land situated in BBB&C RR CO Survey, Abstract No. 154 and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 71°03'45" West, a distance of 177.82 feet to a point for corner;
North 24°20'42" West, a distance of 32.19 feet to a point for corner;
North 69°20'08" West, a distance of 100.00 feet to a point for corner;
South 65°39'42" West, a distance of 45.34 feet to a point for corner;
North 76°46'16" West, a distance of 55.15 feet to a point for corner;
North 71°03'38" West, a distance of 239.42 feet to a point for corner;
North 66°45'26" West, a distance of 343.79 feet to a point for corner;

THENCE departing said north right-of-way line of Cross Timbers Road, over and across said La Estancia Investment, LP tract, the following courses and distances:

North 18°55'20" East, a distance of 660.83 feet to a point at the beginning of a tangent curve to the left with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of North 09°25'15" East, 396.18 feet;
In a northerly direction, with said tangent curve to the left, an arc distance of 398.00 feet to a point for corner;
North 89°55'09" East, a distance of 416.89 feet to a point for corner;
South 68°41'35" East, a distance of 690.69 feet to a point for corner in the east line of said La Estancia Investment, LP tract and said west right-of-way line of Union Pacific Railroad;

THENCE with said east line of La Estancia Investment, LP tract and said west right-of-way line of Union Pacific Railroad, South 21°18'25" West, a distance of 1,175.54 feet to the **POINT OF BEGINNING** and containing 1,176,513 square feet or 27.0090 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ZONING DESCRIPTION

TRACT 4:

BEING a tract of land situated in the MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with the southeast line of La Estancia Investment, LP tract and said northwest right-of-way line of Union Pacific Railroad, North 21°18'25" East, a distance of 1,175.54 feet to a point for corner;

THENCE departing said northwest right-of-way line of Union Pacific Railroad, over and across said southeast line of La Estancia Investment, LP tract, the following courses and distances:

North 68°41'35" West, a distance of 690.69 feet to the **POINT OF BEGINNING**
South 89°55'09" West, a distance of 416.89 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of North 08°14'21" West, 340.59 feet;
In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 341.74 feet to a point for corner;
North 16°23'52" West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of North 10°35'42" West, 303.32 feet;
In a northerly direction, with said tangent curve to the right, an arc distance of 303.84 feet to a point for corner;
North 85°12'29" East, a distance of 144.94 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 20°48'47", and a chord bearing and distance of South 84°23'08" East, 231.21 feet;
In an easterly direction, with said tangent curve to the right, an arc distance of 232.48 feet to a point for corner;
South 73°58'44" East, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 03°45'53", and a chord bearing and distance of South 75°51'41" East, 42.04 feet;
In an easterly direction, with said tangent curve to the left, an arc distance of 42.05 feet to a point for corner;
South 12°15'23" West, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 975.00 feet, a central angle of 02°47'08", and a chord bearing and distance of South 15°00'18" East, 47.39 feet;
In a southerly direction, with said non-tangent curve to the left, an arc distance of 47.40 feet to a point for corner;
South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of South 13°02'57" East, 201.51 feet;
In a southerly direction, with said tangent curve to the right, an arc distance of 201.63 feet to a point for corner;
South 16°08'14" West, a distance of 300.22 feet to the **POINT OF BEGINNING** and containing 539,684 square feet or 12.3895 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

METES & BOUNDS EXHIBIT

TRACT 1 - 61.9762 ACRES

TRACT 2 - 162.2362 ACRES

TRACT 3 - 27.0090 ACRES

TRACT 4 - 12.3895 ACRES

OVERALL - 263.6109 ACRES

MEP&P RR CO SURVEY, ABSTRACT NO. 922,

BBB&C RR CO SURVEY, ABSTRACT NO. 154,

JOEL WILBURN SURVEY, ABSTRACT NO. 1416

TOWN OF FLOWER MOUND,

DENTON COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3620	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Feb. 2024	064408611	2 OF 2

Exhibit B
Development Standards
Planned Development District – 202 (PD-202)
La Estancia

A. Concept Plan

Use and development of the Property shall generally comply with the Concept Plan and the Landscape/Screening Plan associated with PD-202. All development permits submitted subsequent to the adoption of this ordinance that comply with the Concept Plan, the Landscape/Screening Plan, and these Development Standards shall be approved. Minor deviations and/or adjustments to the alignment of streets and access points may be approved administratively at time of development plan or plat.

B. Subdistricts

This Planned Development (“PD”) consists of the following Subdistricts:

Subdistrict	Base District
Single Family – Detached (SF)	SF-5
Townhome (TH)	SF-A
Multi-Family (MF)	MF
Retail (R)	R-2

C. Definitions

Except as otherwise provided herein, all terms shall have their ordinary meaning or the meaning ascribed to them by the Land Development Regulations, Subpart B, Code of Ordinances, Town of Flower Mound, Texas. In this PD, the following definitions shall apply:

1. *Cross Timbers* means FM 1171/Cross Timbers Road.
2. *Denton Creek* means Denton Creek Boulevard.
3. *Masonry* means brick, stone, stucco and, for non-residential uses only, tilt-wall.
4. *Regional Supermarket* means a retail establishment 75,000 square feet or greater offering a wide variety of food, beverage and household products including fresh meat, fresh produce, dairy and deli items.
5. *Stonecrest* means Stonecrest Road.

D. Subdistrict Regulations

1. Single Family – Detached (SF) – Parcels 1 and 5

- i. Uses. The uses allowed in the areas designated as Single Family on the concept plan shall be in accordance with those allowed in the SF-5 zoning district.
- ii. Dimensions.
 - a) Minimum lot area per dwelling/density.¹ The minimum lot area per dwelling unit shall be 4,000 square feet; provided, however: (i) at least 50% of the lots shall have a minimum lot area of 5,000 square feet, and (ii) the total number of lots within the SF Subdistrict shall not exceed 713.
 - b) Minimum lot width.² The minimum lot width shall be 40 feet at the building line; provided, however, at least 50% of lots shall be at least 50 feet wide at the building line.
 - c) Minimum floor area per unit.³ The minimum floor area per dwelling unit shall be 1,200 square feet.
 - d) Minimum front yard.⁴ The minimum front yard shall be 20 feet.
 - e) Minimum side yard.⁵ The minimum side yard shall be 5 feet.
 - f) Minimum rear yard.⁶ The minimum rear yard shall be 15 feet.
 - g) Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029; except that the 50 percent limitation set forth in section 98-1029(b) does not apply to single family detached dwellings.
 - h) Maximum floor area ratio. No maximum floor area.
 - i) Maximum height.⁷ The maximum height of buildings and structures shall be two stories and 40 feet (measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to the highest point of the roof surface).
 - j) Maximum lot depth. No maximum lot depth.
- iii. Anti-monotony. No front elevation shall be repeated across two contiguous lots or be repeated directly across the street or within one lot of the home directly across the street.
- iv. Amenity Center. As generally depicted on the Concept Plan, an HOA Amenity Center shall be located within Parcel 1. The Amenity Center shall include a playground that is open and available for use by the public. The Amenity Center shall have obtained a certificate of occupancy from the Town prior to final acceptance by the Town of the second phase of the development.

¹ Subject to section 98-1023.

² Subject to section 98-1024 (but not 98-1024(c)).

³ Subject to section 98-1025.

⁴ Subject to section 98-1026.

⁵ Subject to section 98-1027.

⁶ Subject to section 98-1028.

⁷ Subject to section 98-1031.

2. Townhomes (TH) – Parcels 2, 4, and 5

- i. Uses. The uses allowed in the area designated for Townhomes on the Concept Plan shall be in accordance with those allowed in the SF-A zoning district. In addition to the uses listed as Permitted Uses in SF-A in the Town's Zoning Ordinance, the following use is also permitted:
 - a) Dwelling, single-family detached (in accordance with SF standards in this PD)
- ii. Dimensions for TH development.
 - a) Minimum lot area per dwelling/density.⁸ No minimum lot area per dwelling; however, the total number of lots within the TH Subdistrict shall not exceed 477.
 - b) Minimum lot width.⁹ The minimum lot width shall be:
 - Front Entry. 25 feet.
 - Rear Entry. 22 feet.
 - c) Minimum floor area per unit.¹⁰ The minimum floor area per dwelling unit shall be 1,000 square feet.
 - d) Minimum front yard.¹¹ The minimum front yard shall be:
 - Front Entry. 20 feet.
 - Rear Entry. 10 feet.
 - e) Minimum side yard.¹² The minimum side yard shall be as follows:
 - (1) No side yard shall be required for single-family attached dwellings, provided that: (i) no building complex shall exceed 300 feet in length, and (ii) a minimum side yard of 5 feet shall be provided at the end of building complexes and on street-facing side yards to maintain a minimum 10-foot separation between buildings.
 - (2) The minimum side yard for all other uses shall be 8 feet.
 - f) Minimum rear yard.¹³ The minimum rear yard shall be:
 - Front Entry. 10 feet.
 - Rear Entry. 20 feet.
 - (g) Maximum lot coverage.¹⁴ The maximum lot coverage shall be 80 percent.
 - (h) Maximum floor area ratio. No maximum floor area.
 - (i) Maximum height.¹⁵ The maximum height of buildings and structures shall be three stories and 45 feet (measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to the highest point of the roof surface).
 - (j) Maximum lot depth. No maximum lot depth.

⁸ Subject to section 98-1023.

⁹ Subject to section 98-1024 (but not 98-1024(c)).

¹⁰ Subject to section 98-1025.

¹¹ Subject to section 98-1026.

¹² Subject to section 98-1027.

¹³ Subject to section 98-1028.

¹⁴ Subject to section 98-1029.

¹⁵ Subject to section 98-1031.

- iii. Anti-monotony. For any townhome building, an identical front façade may not repeat more than two times in a row without a different intervening façade. As an example, if A and B are different façades, and there are 5 units in a building, then A-A-B-A-A is a permitted facade mix, but A-A-A-B-B is not an acceptable facade mix. A difference in façade shall include any change in the following: entry feature, roof line, gable dimension, horizontal articulation, window configuration, or materials.
- iv. Driveways. Minimum driveway depth, measured from the ROW line, shall be 20 feet; provided, however, that for corner lots, the minimum driveway depth shall be required only along the side of the driveway furthest from the adjacent street/alley (i.e., the side closest to the adjacent street/alley may be less than 20 feet, provided all other setback and ROW standards are satisfied).

3. Multifamily (MF) – Parcel 6

- i. Uses. The uses allowed in the area designated for Multi-Family on the concept plan shall be in accordance with those allowed in the MF district. In addition to the uses listed as Permitted Uses in MF in the Town’s Zoning Ordinance, the following uses may also be permitted:
 - a) Dwelling, single-family detached (in accordance with SF standards in this PD, provided it is constructed on its own individual lot.)
 - b) Dwelling, single-family attached (in accordance with the TH standards in this PD, provided it is constructed on its own individual lot.)
- ii. Dimensions for MF development.
 - a) Minimum lot area per dwelling/density. No minimum lot area per dwelling unit; however, the total number of units within the MF Subdistrict shall not exceed 300.
 - b) Minimum lot width. The minimum lot width shall be 60 feet.
 - c) Minimum floor area per unit. The minimum floor area per multifamily dwelling unit shall be 600 square feet.
 - d) Front yard. The minimum front yard shall be 25 feet, which shall include frontage along Denton Creek and Stonecrest; provided, however, that balconies, bay windows, awnings, signs, and entryways affixed to the building or part of the foundation may project up to 5 feet into the required setback.¹⁶
 - e) Minimum side yard. The minimum side yard shall be 10 feet.
 - f) Minimum rear yard. Minimum rear yard shall be 20 feet. The residential compatibility standards (Section 82-301) shall not apply to residential adjacencies located within this District.
 - g) Maximum lot coverage. The maximum lot coverage shall be 60 percent.
 - h) Maximum floor area ratio. No maximum floor area.
 - i) Maximum height. The maximum height of buildings and structures shall be 4 stories and 55 feet (measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to the highest point of the roof surface).

¹⁶ Encroachments shall maintain compliance with the Town’s adopted building code.

- iii. Off-street Parking. Structured parking shall not be required. Parking shall be located behind a primary structure or setback a minimum of 25 feet from the street. (These standards do not apply to single-family or townhomes.)
- iv. Urban Design Guidelines. All development, other than single-family and townhomes, within the MF subdistrict shall comply with the Town's Urban Design Guidelines.

4. Retail (R) – Parcel 7.

- i. Uses. The uses allowed in the area designated for Retail on the concept plan shall be in accordance with those allowed in the R-2 district. In addition to the uses listed as Permitted Uses in R-2 in the Town's Zoning Ordinance, the following uses are also permitted; and, Retail, large tenant uses, are not subject to Sec. 98-1010.
 - a) Regional Supermarket is a permitted use.
- ii. Dimensions. No changes to the R-2 base district.
- iii. Urban Design Guidelines. All development within the R Subdistrict shall comply with the Town's Urban Design Guidelines.

E. Miscellaneous Regulations Applicable to all Residential Subdistricts.

1. Masonry construction.

- i. Single-family uses.
 - a) All single-family dwellings shall be at least 75% masonry construction overall, while the street-facing façade shall be 100% masonry. In addition to the exceptions provided in Section 98.1162(1), the following exceptions to any masonry requirement shall also apply in this District: (i) walls over roof; and (ii) bay/box windows.
 - b) Stucco may not exceed 25% of the masonry component of a façade facing Cross Timbers or Denton Creek.

2. Additional Setbacks.

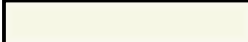
- i. Cross Timbers. A minimum setback of 200 feet, as detailed and depicted on the Concept Plan, shall apply to all residential buildings.
- ii. High Voltage Setback. The setback required by Section 98-979(a) (Electrical line/substation, high voltage) shall be limited to 25 feet. This setback shall also apply to the PUC approved route for Oncor's proposed Ramhorn Hill - Dunham 345kv line, regardless of whether Oncor's ownership of this route has been finally acquired or whether Oncor has installed its utility infrastructure within this route, prior to the construction of homes within 25 feet of the approved PUC route.

F. Miscellaneous Regulations Applicable to all Subdistricts.

1. HOA/POA. All common areas/improvements (e.g., landscape buffers, retention ponds, screening walls, etc.) and open spaces shall be maintained by an HOA or POA, as applicable.
2. Overhead Power Lines. Pursuant to Section 82-376(a)(8), the transmission facilities located within the TMPA easement are not required to be located underground upon the development of the Property. In addition, neither (i) any future transmission facilities, including Oncor's proposed Ramhorn Hill - Dunham 345kv line, nor (ii) any existing overhead facilities located along Cross Timbers, shall be required to be located underground.
3. Retention Pond Maintenance Requirements.
 - ii. All ponds shall maintain their normal pool elevation levels specified on the civil plans.
 - iii. The ponds will be kept clear of all noxious plant material including cottonwood trees, willow trees, and cattails specifically.
 - iv. Aeration will be provided to the pond in the form of a fountain or bubblers and be operational year-round.
 - v. Retention ponds shall meet the Town's engineering standards for pond stabilization to aid in the prevention of mechanical erosion. Methods include retaining walls, grouted rip-rap, or vegetative edge consisting of both aquatic and native riparian plant material.
4. Roadside Buffers and Screening.
 - i. Landscape Buffers.
 - a) A minimum 25-foot-wide landscape buffer is required along both sides of Denton Creek and Cross Timbers. A minimum 15-foot-wide landscape buffer is required along both sides of Stonecrest.
 - b) Landscape buffers required by this section shall be located adjacent to, but outside of, the right-of-way.
 - c) Street trees shall be planted within the landscape buffers at a minimum spacing of 1 tree for every 30 linear feet.
 - d) Landscaping and street lighting along Cross Timbers, Denton Creek, and Stonecrest shall generally conform to the standards established in the Canyon Falls development and the Denton Creek District Area Plan.
 - e) Utility easements, as well as pedestrian/sidewalk easements may be located within the required roadside landscape buffers.
 - ii. Residential Screening.
 - a) Rear yards of single-family lots adjacent to Denton Creek, Stonecrest, or Cross Timbers shall be screened from view; provided, however, that the rear yards of single-family lots shall not be oriented toward Cross Timbers. Where single-family lots abut directly to the required Landscape Buffers, screening shall consist of a masonry wall of at least 6-feet in height. Otherwise, screening may consist of metal fencing at least 6-feet in height, and include: (i) 24x24 masonry

columns with monolithic tops (spacing shall be 1 every 40 linear feet along Denton Creek and 1 every 100 linear feet along Stonecrest), and (ii) evergreen trees or shrubs planted along the roadway side of the fence at a rate of 1 per 3 linear feet of fence (excluding columns).

- iii. Specimen Tree. The specimen tree (#7778) identified on the tree survey shall not be removed without the prior approval of a Tree Removal Permit by the Town Council.
- iv. Trail Improvements. The trails depicted on the Landscape/Screening Plan shall be installed to their full width by the developer at the time the abutting phase of the project is developed. Trails may be located within the right-of-way, as well as within required landscape buffers, railroad buffers, and within/over utility easements.
- v. Additional Trail Easement. Prior to final acceptance of the first phase of development of the Property, a public access easement over and across the existing TMPA electrical easement and any portion of the future Oncor easement that is located on residential property shall be dedicated to the Town for park and trail purposes.
- vi. Natural Area and Improvements. Prior to final acceptance of any phase of development abutting the Natural Area or any part thereof (as generally identified on the Concept Plan), and subject to consent of any applicable easement holders, the following conditions shall be satisfied: (i) an irrevocable public access easement shall be dedicated over the applicable portion of the Natural Area; and (ii) the following improvements shall be completed within the applicable portion of the Natural Area, as generally depicted on the Natural Area Plan:
 - a) Concrete trail with a minimum width of 8 feet with connections to standard sidewalks located within the subdivision; and
 - b) Two trailhead/overlook nodes, consisting of at least one of each: bench, trash can, and pet waste station.

LAND USE SUMMARY		
Land Use		Area*
	Single Family	137.2 acres
	Single Family Neighborhood	135.7 acres
	Single Family Amenity Center	1.5 acres
	Townhomes	47.6 acres
	Multi-Family	10.0 acres
	Retail	22.2 acres
	Major ROW	12.4 acres
	Open Spaces	34.2 acres
	Roadside Buffers	4.4 acres
	Natural Area	12.2 acres
	General Open Space	5.1 acres
	Retention Area	3.5 acres
	Existing TMPE Easement (Outside ROW)	9.0 acres
		263.6 acres

NOTES

1. ALL STREETS WILL INTERSECT AT 90 DEGREES

2. PER THE SURVEY DATED SEP. 27, 2023, THE PROPERTY LIES OUTSIDE OF THE 100 YEAR FLOODPLAIN

3. OWNER: LA ESTANCIA INVESTMENTS L.P.
ATTN: FINLEY EWING, III
6455 DALLAS PARKWAY
PLANO, TEXAS 75024
972.912.6120

4. APPLICANT: GRBK EDGEWOOD LLC
ATTN: BOBBY SAMUEL
5501 HEADQUARTERS DRIVE, SUITE 300W
PLANO, TEXAS 75024

5. REFER TO PD DEVELOPMENT STANDARDS FOR ALL ZONING SETBACKS

6. ALL RETAINING/DETAINING WALLS, TURN DOWN CURBS, AND TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.

7. ALL GROUND-BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.

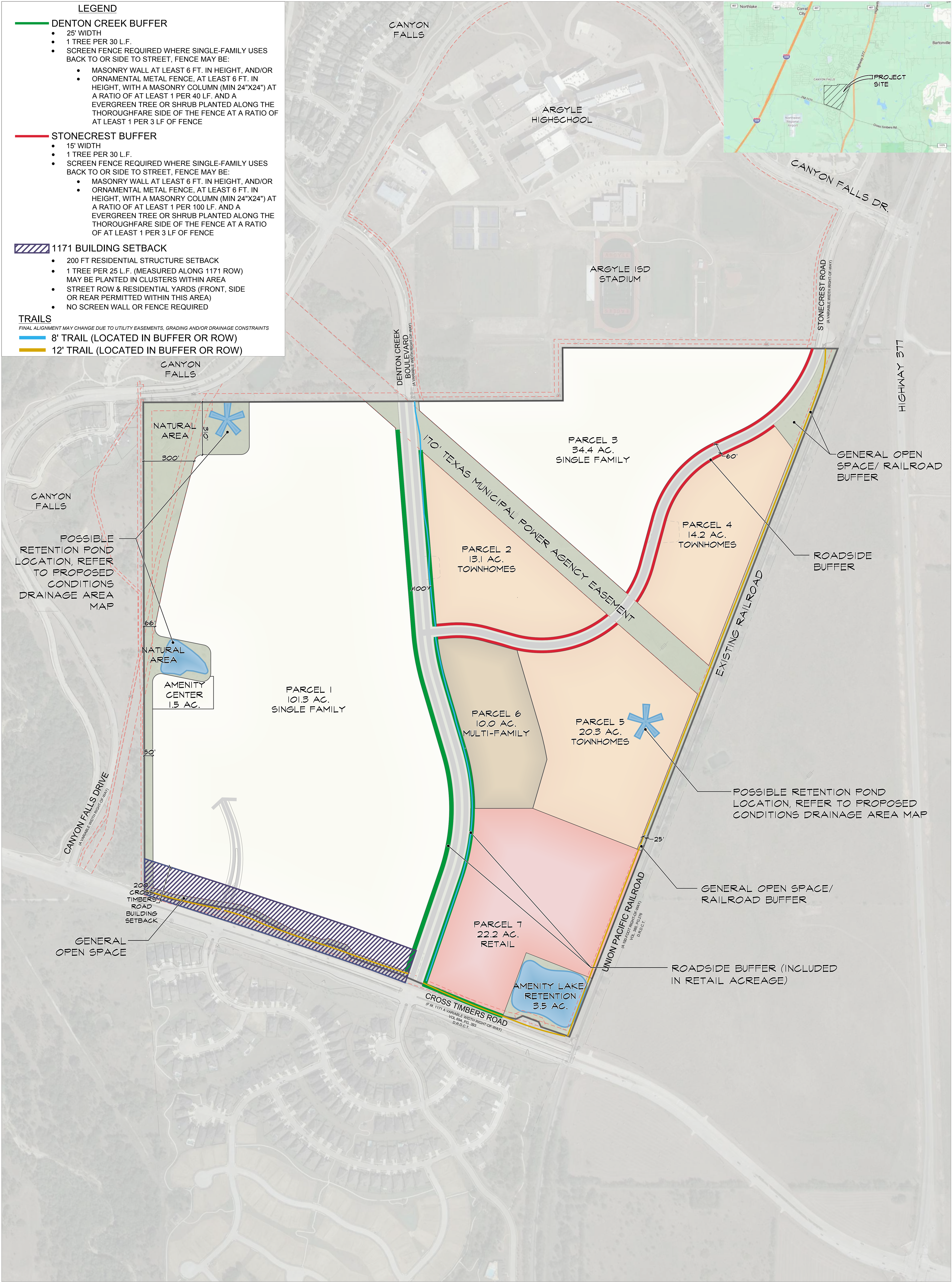
8. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.

9. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.

10. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN AND/OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW.



CONCEPTUAL PLAN



CONCEPTUAL LANDSCAPE / SCREENING PLAN



TOWN COUNCIL AGENDA K.10. REGULAR ITEM(S)

DATE: May 20, 2024
FROM: Tommy Dalton, Assistant Town Manager
ITEM: **Public Hearing to consider approval of a Capital Improvement Agreement for the La Estancia Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.**

BACKGROUND: This purpose of this item is to consider approval of a Capital Improvement Agreement (CIA) for the La Estancia development. The CIA outlines the process for the reimbursement of CIP Projects from Impact Fees and TIRZ Revenues.

This is a three-party agreement between the Developer, the TIRZ #2 Board of Directors, and the Town. The TIRZ #2 Board of Directors considered the same agreement at their May 20, 2024, meeting.

The process outlined in the attached agreement follows the Town standard capital reimbursement agreement whereby a developer who builds a capital project identified on the TIRZ #2 Final Project Plan is reimbursed for the cost to construct the capital improvement. At no point will the developer be reimbursed more than the actual cost of the improvement. The only projects that qualify for reimbursement are those identified as Tier 1 projects in the [TIRZ #2 Final Project and Financing Plan](#).

The developer for the La Estancia project, Green Brick, has prepared a plan for development of the property that appropriately aligns the capital projects within their plan. That alignment is provided as an exhibit to the CIA.

In general, the process outlined in the agreement is as follows:

1. The developer will submit plans to the Town for review and approval, including Town confirmation of the scope of the project and its cost.
2. Town staff will compile the project plans, scope, and cost together with the Town's standard Impact Fee Development Agreement (IFDA) to be considered by the Town Council.
3. Upon approval of the IFDA by Council, the developer may begin construction of the project.
4. Upon final inspection of the project by the Town, the Town will reimburse qualified project costs first through available impact fees, then through available TIRZ revenue. The agreement does not require the Town to appropriate funds from any other source.

BOARD REVIEW/CITIZEN FEEDBACK: This agreement is being considered by the TIRZ #2 Board of Directors at their May 20, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

N/A

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

ATTACHMENTS:

1. La Estancia Capital Improvement Agreement

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

LA ESTANCIA CAPITAL IMPROVEMENT AGREEMENT

This La Estancia Capital Improvement Agreement (the "Agreement") is entered into by and among the Board of Directors of Tax Increment Reinvestment Zone Number 2, Town of Flower Mound (the "Board"), the Town of Flower Mound, Texas, (the "Town") and GRBK Edgewood LLC, a Texas limited liability company (its successors and assigns, the "Developer"). The Town, the Board and Developer are collectively referred to herein as the "Parties" and each, individually, as a "Party".

WHEREAS, the Developer is proposing a residential development within the Town (the "Project") on certain Property (defined herein) that is located within Reinvestment Zone Number 2, Town of Flower Mound, created pursuant to Ordinance No. 47-23 approved by the Town Council of the Town on November 6, 2023 (hereinafter, the "Zone"); and

WHEREAS, Developer has a plan for development of the Project on the Property and has shared such plans with the Town; and

WHEREAS, the development of land within the Property requires a substantial investment in public infrastructure, including water, re-use, and road improvements, as further detailed herein and as set forth and described in the Final TIRZ Plan (as defined herein); and

WHEREAS, the Qualified Projects (defined herein) are both (i) CIP Projects (as defined herein), and as such are eligible for reimbursement from and/or credit against Impact Fees (defined herein), and (ii) TIRZ eligible project costs eligible for reimbursement from TIRZ Revenues (defined herein) pursuant to the Final TIRZ Plan; and

WHEREAS, the completion of the Qualified Projects will promote state and local economic development and will stimulate business and commercial activity in the Town, Denton County and the State; and will contribute to the development and diversification of the economy of the State, and to the development and expansion of the commerce of the Town and the State; and

WHEREAS, the Town has determined that the Qualified Projects are subject to Impact Fee credit and/or reimbursement and to the extent not reimbursed from Impact Fees, are subject to reimbursement from TIRZ Revenues; and

NOW, THEREFORE, for the promises and considerations set forth herein, the Parties to this Agreement agree as follows:

ARTICLE I

Definitions

"Architectural Standards" means:

- Masonry construction.
 - Masonry means brick, stone, stucco and, for non-residential uses only, tilt-wall.
 - Single-family uses, including SF-5 and SF-A.

- All single-family dwellings shall be at least 75% masonry construction overall, while the street-facing façade shall be 100% masonry. In addition to the exceptions provided in Section 98.1162(1) of the Town's Code of Ordinances, the following exceptions to any masonry requirement shall also apply to the development of land within the Property: (i) walls over roof; and (ii) bay/box windows.
 - Stucco may not exceed 25% of the masonry component of a façade facing Cross Timbers or Denton Creek.
- Urban Design Guidelines. All development, other than single-family and townhome, within the MF subdistrict of the planned development district for the Property shall comply with the Town's Urban Design Guidelines.

"Captured Appraised Value" means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis from the Property (identified on **Exhibit A**) for each year during the term of the Zone, as calculated and confirmed annually by the Denton Central Appraisal District.

"CIP Projects" are projects on the Town's Capital Improvement Plan that are eligible for credit against or reimbursement from Impact Fees under the Town's ordinances. These projects include an obligation of the Town to provide funding via a credit or as a reimbursement to the Developer. CIP Projects are not neighborhood specific costs for which the Town does not provide a reimbursement to other developers.

"Developer" has the meaning ascribed to that term in the first paragraph.

"Final TIRZ Plan" means the Reinvestment Zone Number Two, Town of Flower Mound, Texas, Final Project and Finance Plan, dated March 18, 2024, approved by the Board on March 18, 2024, and approved by the Town Council on March 18, 2024.

"Impact Fees" are all impact fees imposed by the Town in accordance with Chapter 395, Texas Local Government Code, as amended.

"Impact Fee Development Agreement" or "IFDA" means an agreement entered into by the Town and a developer pursuant to which a developer may construct one or more Qualified Projects and receive Impact Fee credit or reimbursement pursuant to the Town's process.

"Property" means that certain approximately 236.6 acres of real property more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes.

"Qualified Projects" means those certain improvements described on **Exhibit B** attached hereto and shown on **Exhibit C** attached hereto, or any other projects identified in the Town's Master Plan which are eligible for Impact Fee credit or reimbursement.

"Qualified Project Costs" means the actual costs of design, installation and construction of the Qualified Projects, including all items listed in Section 395.012, Chapter 395, Texas Local Government Code, excluding those items listed in Section 395.012(a)(3).

"Tax Increment Base" means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Denton Central Appraisal District.

"TIRZ Revenues" means the revenues collected from the Town Tax Increment and County Tax Increment attributable to the Property. For the avoidance of doubt, the Town Tax Increment shall only be collected for TIRZ Revenues from the Property as set forth in **Exhibit A**.

"Town Tax Increment" means, for any given year during the Term of this Agreement, beginning with the 2024 tax year, the portion of the Town's ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the Town on the Captured Appraised Value of the Zone.

ARTICLE II

Qualified Projects; Credit and Reimbursement

The Developer may construct one or more of the Qualified Projects. The Qualified Projects may be constructed and accepted at one time or in phases. For each Qualified Project that is constructed, upon acceptance by the Town of such Qualified Project(s), Developer shall be entitled to receive reimbursement of Qualified Project Costs through (1) credit against and/or reimbursement of Impact Fees collected from the Property pursuant to and in compliance with the terms of an IFDA or as otherwise allowed or required in accordance with applicable law; and (2) reimbursement from TIRZ Revenues (collectively, the "Reimbursement") pursuant to and in compliance with the terms of this Agreement. The process for credit and/or reimbursement of Impact Fees and reimbursement of TIRZ Revenues is detailed in Article III herein, and the process for credit and/or reimbursement of Impact Fees may be further detailed in an IFDA, as applicable. Upon acceptance of each Qualified Project, which may occur in phases and shall not be unreasonably withheld, the Town will own the Qualified Project(s) and shall be responsible for maintenance and operation of the Qualified Project(s), subject to any maintenance bond. The Town and the Board agree and confirm that each of the Qualified Projects are (i) CIP Projects and eligible for Impact Fee credit and/or reimbursement; and (ii) eligible for reimbursement from TIRZ Revenues pursuant to this Agreement, the Final TIRZ Plan and Chapter 311 of the Tax Code. The Town's confirmation in (i) herein shall survive the termination of the Zone or a termination of this Agreement due to a default by the Town beyond any applicable notice and cure period.

ARTICLE III

Process for Reimbursement

The Town and the Board agree that the process for the reimbursement of Qualified Project Costs for the Qualified Projects from Impact Fees and TIRZ Revenues is set forth in the steps below:

1. In order to receive Reimbursement, the Developer shall submit plans for the Qualified Projects to the Town's Engineering Department on a project-by-project basis utilizing the Town's Impact Fee Development Agreement ("IFDA") process when Developer is ready to begin construction of one or more of the Qualified Projects. This process will also

include Town staff confirmation of project scope and costs as agreeable/accurate for each Qualified Project. The Town will follow its normal impact fee process for each Qualified Project and this will be memorialized in an IFDA for each Qualified Project. An IFDA may contain one Qualified Project or multiple Qualified Projects (e.g., if more than one Qualified Project is submitted for review at the same time by the Developer). Notwithstanding the foregoing, (i) the Parties agree that the scope of the Qualified Projects set forth on **Exhibit B** and **Exhibit C** herein is agreeable/accurate; and (ii) regardless of whether an IFDA is approved by the Town, all Qualified Projects that are CIP Projects shall still be eligible for and receive reimbursement from TIRZ Revenues pursuant to this Agreement.

2. Once a Qualified Project or a portion thereof is inspected and accepted by the Town as complete in accordance with the approved construction drawings, the Developer will submit receipts, payment affidavits and invoices for Qualified Project Costs for such Qualified Project(s) to Town staff and Town staff will then remit the total Qualified Project Costs for such Qualified Project (which may be further detailed in an IFDA identified in Step 1) to the Town's finance department, which will be booked as an obligation against the Property's Impact Fees and TIRZ Revenue collected. If credits or reimbursement of Impact Fees are insufficient to repay the Developer for the full amount of Qualified Project Costs for a Qualified Project, then the Developer will be reimbursed from TIRZ Revenues.
3. Impact Fees from the Property, including any portion thereof, will be collected by the Town at issuance of building permits on the Property and deposited into a separately identifiable account.
4. TIRZ Revenues will be collected annually and deposited into a separately identifiable account.
5. On a quarterly basis, and until all IFDA obligations are paid in full, Impact Fees collected from the Property will be accounted for by the Town and offset against the outstanding total of Qualified Project Costs reflected in all IFDAs, and then remitted to the Developer for all Qualified Project(s), net of any credit received for future Impact Fees.
 - a. By way of example, the first Qualified Project with an approved IFDA would be referred to as Project A and the second Qualified Project with an approved IFDA would be referred to as Project B. Any excess Impact Fees or TIRZ Revenue collected after Project A is paid in full, would then flow to Project B and then to the next IFDA project.
6. Annually and generally in April of each year, the Town's finance department will calculate the total TIRZ Revenue collected (i.e., for ONLY properties located within the Property boundaries), and will use those funds as an offset to the principal balance for any Qualified Projects that have been accepted by the Town. TIRZ Revenues will be remitted to Developer annually ("TIRZ Credit") by August 1st of each year this Agreement is in effect until the expiration of the Term (as defined in Article V, Section 7 herein).

- a. By way of example, Project A is used herein as the first Qualified Project that is completed and accepted. If a balance remains on the Project A IFDA, then the next quarter, Impact Fees collected will continue to be remitted to Developer for Project A until the Project A obligation is retired. This is repeated until all Project A IFDA principal amounts have been reimbursed to the Developer for Project A.
- b. By way of second example, Project A is the first Qualified Project that is completed and has been accepted by the Town. An IFDA has been approved for Project A, but no Impact Fees have been collected yet. Developer will receive Impact Fee credit for the Qualified Project in the amount set forth in the IFDA and, to the extent the Impact Fee credit is insufficient to fully reimburse Developer for Qualified Project Costs, will also receive the TIRZ Credit for any Qualified Project Costs by August 1st of that year. If a balance remains for Qualified Project Costs for Project A, TIRZ Revenues collected will be remitted to Developer for Project A until the Project A obligation is retired. Additionally, after Impact Fees are collected, if any Qualified Project Costs for Project A remain unpaid (or have not been credited), Developer will also receive reimbursement of Impact Fees collected until the Project A obligation is retired.
- c. TIRZ Credits are obligated to a Qualified Project based on the date of the Town's acceptance of the Qualified Project, irrespective of project type, i.e. water, sewer, roads, re-use.
- d. Developer of each Town accepted Qualified Project will receive credit against or reimbursement from the Impact Fees, and the TIRZ Credit. Two developers cannot receive reimbursements for the same CIP Project (but if more than one developer builds portions of a single CIP Project each will be proportionally reimbursed for the segment they build).
- e. If the Town elects to complete a CIP Project ("Town Initiated CIP Project"), then the Town will be eligible to receive reimbursement from the TIRZ Revenues in the order prescribed below:
 - i. The Town's completion of the Town Initiated CIP Project, in the same manner as a developer completion, will establish the same obligation in the Town's finance department to direct funding of TIRZ Revenues in the order of priority of first-in/first-out.
 - ii. At no time will another developer/project or Town/project "jump" previously accepted and completed Qualified Project or portion thereof. ***For Example: If developer "A" completes a CIP Project on Year 1, developer "B" completes a CIP Project on Year 2, and the Town completes a CIP Project on Year 3. developer "A" gets reimbursed first, then developer "B" of year 2, then the Town.***

ARTICLE IV

Architectural Standards

The Property shall be developed in accordance with the Architectural Standards. Any future development or modifications to structures within the Property shall be in conformance with and shall adhere to the Architectural Standards. The Parties agree that the Property will be developed as an area of architectural significance, as contemplated by Chapter 3000 of the Texas Government Code (“Code”), and the Town hereby designates the Property as such. Also, the covenant to develop and modify structures within the Property in accordance with the Architectural Standards is with the irrevocable voluntary consent of the owner of the Property, in accordance with Section 3000.002(d) of the Code, and the Developer acknowledges and agrees that the Town’s covenants and obligations detailed within this Agreement constitutes adequate consideration for such voluntary consent. The Parties agree that the covenant to develop in accordance with the Architectural Standards shall constitute a covenant running with the land, shall be binding on Developer’s successors and assigns, and shall survive termination or expiration of the Agreement, except in the event of a termination due to the Town’s default beyond any applicable notice and cure period.

ARTICLE V

General Terms; Miscellaneous Items

1. Projects that are not included in this Agreement for purposes of TIRZ Credit or Impact Fee reimbursement:
 - a. Funding of TIRZ Tier 2 projects described in the Final TIRZ Plan – those are non-impact fee eligible projects. By way of clarification, none of the Qualified Projects are TIRZ Tier 2 projects.
 - b. The proposed water reuse plant.
2. Legislative Functions. Nothing in this Agreement is intended to usurp or otherwise limit future legislative action of the Town Council, including, but not limited to, whether to terminate or extend the life of the Zone. In addition, nothing in this Agreement obligates the Town Council to appropriate funds from any other source to fund the infrastructure costs contemplated herein.
3. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other Parties:

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

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

If to Developer: GRBK Edgewood LLC
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024
Attn: Bobby Samuel, Vice President

With copy to: Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Attn: Laura Hoffmann

4. Default. No Party shall be in default of provisions under this Agreement until written notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given). Upon the occurrence of an uncured default by either Party beyond the applicable notice and cure period, this Agreement may be terminated by the non-defaulting Party by providing written notice of termination to the defaulting Party, which shall be effective when notice is delivered in accordance with the provisions detailed in paragraph 3 of this Article V, and the non-defaulting Party shall be entitled to all remedies available at law or in equity.
5. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
 - a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its

federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

- b. *No Boycott of Israel.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
 - c. *No Discrimination Against Firearm Entities.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
 - d. *No Boycott of Energy Companies.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
6. FORM 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.
7. Term. The Agreement shall be in effect from the Effective Date until the earlier of (i) the Developer has been reimbursed for all Qualified Project Costs (from either Impact Fees or TIRZ Revenues, or a combination thereof) for accepted Qualified Projects pursuant to the terms hereof and/or an IFDA, as applicable, (ii) expiration or termination of the Zone, or (iii) termination of this Agreement in accordance with the terms hereof (the “Term”).
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9. Amendments; Assignment. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. This Agreement shall only be amended or terminated by a written instrument executed by all Parties hereto. Each Party warrants and represents that the individual executing this Agreement on behalf of such Party has full authority to execute this Agreement and bind such Party to the same. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any affiliate of the Developer and/or (ii) any person or entity that is or will become an owner of any portion of the Property without the prior consent of the Town, but upon written notice to the Town. Except as provided in the preceding sentence, Developer may not assign this Agreement without the Town's prior written consent. Following an assignment of the Agreement in accordance with this section, such assignee shall be considered a "Party" for the purposes of this Agreement. The Town shall not assign this Agreement; provided, however, that the Town shall not make any representations or warranties with respect to any such assignment.
10. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
11. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
12. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
13. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

[Signatures appear on the following page(s).]

Approved and executed this _____ day of _____, 2024 (the “Effective Date”).

ATTEST:

TOWN OF FLOWER MOUND, TEXAS

Theresa Scott,
Town Secretary

By: _____
Name: Cheryl Moore
Title: Mayor
Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Cheryl Moore, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, the _____ of GRBK Edgewood LLC, a Texas limited liability company on behalf of said entity.

Notary Public, State of Texas

TAX INCREMENT REINVESTMENT
ZONE NUMBER 2, TOWN OF FLOWER
MOUND

By: _____

Name: Cheryl Moore

Title: Chairman of the Board

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on this the ____ day of _____, 2024 by Cheryl Moore, Chairman of the Board of Tax Increment Reinvestment Zone Number 2, Town of Flower Mound Texas, on behalf of the Board.

Notary Public, State of Texas

Exhibit A

PROPERTY

Townhome Tract

LEGAL DESCRIPTION

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, BBB&C RR CO Survey, Abstract No. 154, and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said La Estancia Investments, LP tract and the southeast corner of Lot 1, Block A, Canyon Falls Fire Station 6, an addition to the Town of Flower Mound, recorded in Instrument No. 2015-53 of said Official Public Records, in the west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

THENCE with said west right-of-way line of Union Pacific Railroad, South $21^{\circ}18'25''$ West, a distance of 3,179.64 feet to a point for corner;

THENCE departing said west right-of-way line of Union Pacific Railroad, over and across said La Estancia Investments, LP tract, the following courses and distances:

North $68^{\circ}41'35''$ West, a distance of 690.69 feet to a point for corner;

North $16^{\circ}08'14''$ East, a distance of 300.22 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,725.00 feet, a central angle of $06^{\circ}41'49''$, and a chord bearing and distance of North $13^{\circ}02'57''$ West, 201.51 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 201.63 feet to a point for corner;

North $16^{\circ}23'52''$ West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 975.00 feet, a central angle of $02^{\circ}47'08''$, and a chord bearing and distance of North $15^{\circ}00'18''$ West, 47.39 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 47.40 feet to a point for corner;

North $12^{\circ}15'23''$ East, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 640.00 feet, a central angle of $03^{\circ}45'53''$, and a chord bearing and distance of North $75^{\circ}51'41''$ West, 42.04 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 42.05 feet to a point for corner;

North $73^{\circ}58'44''$ West, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of $20^{\circ}48'47''$, and a chord bearing and distance of North $84^{\circ}23'08''$ West, 231.21 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 232.48 feet to a point for corner;

South 85°12'29" West, a distance of 144.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of North 04°39'51" West, 6.69 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 6.69 feet to a point for corner;

North 04°32'11" West, a distance M of 1,255.62 feet to a point for corner;

South 48°37'42" East, a distance of 1,693.33 feet to a point at the beginning of a non-tangent curve to the left with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of North 28°20'12" East, 293.72 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 296.36 feet to a point for corner;

North 15°04'15" East, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of North 39°54'37" East, 537.70 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 554.92 feet to a point for corner;

North 64°44'58" East, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of North 40°40'26" East, 689.42 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 710.14 feet to a point for corner in the north line of said La Estancia Investments, LP tract;

THENCE with said north line of the La Estancia Investments, LP tract, South 89°49'48" East, a distance of 109.50 feet to the **POINT OF BEGINNING** and containing 2,699,683 square feet or 61.9762 acres of land.

Single Family Detached
LEGAL DESCRIPTION

BEING a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point for the southwest corner of Lot 1X, Block SS, Canyon Falls – Retail, an addition to the Town of Flower Mound, recorded in Instrument No. 2019-107 of said Official Public Records and the northwest corner of said La Estancia Investments, LP tract;

THENCE with the north lines of said La Estancia Investments, LP tract, the following courses and distances:

North 89°46'08" East, a distance of 2,475.60 feet to a point for corner;
North 00°24'52" West, a distance of 312.00 feet to a point for corner;
South 89°49'48" East, a distance of 1,513.76 feet to a point at the beginning of a non-tangent curve to the right with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of South 40°40'26" West, 689.42 feet;

THENCE departing said north line of the La Estancia Investments, LP tract, over and across said La Estancia Investments, LP tract, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 710.14 feet to a point for corner;
South 64°44'58" West, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of South 39°54'37" West, 537.70 feet;
In a southwesterly direction, with said tangent curve to the left, an arc distance of 554.92 feet to a point for corner;
South 15°04'15" West, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of South 28°20'12" West, 293.72 feet;
In a southwesterly direction, with said tangent curve to the right, an arc distance of 296.36 feet to a point for corner;
North 48°37'42" West, a distance of 1,693.33 feet to a point for corner;
South 04°32'11" East, a distance of 1,255.62 feet to a point at the beginning of a tangent curve to the left with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of South 04°39'51" East, 6.69 feet;
In a southerly direction, with said tangent curve to the left, an arc distance of 6.69 feet to a point at the beginning of a compound curve to the left with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of South 10°35'42" East, 303.32 feet;

In a southerly direction, with said compound curve to the left, an arc distance of 303.84 feet to a point for corner;

South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of South 08°14'21" East, 340.59 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 341.74 feet to a point at the beginning of a compound curve to the right with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of South 09°25'15" West, 396.18 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 398.00 feet to a point for corner;

South 18°55'20" West, a distance of 660.83 feet to a point for corner in the south line of said La Estancia Investments, LP tract and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 66°45'26" West, a distance of 105.05 feet to a point for corner;

North 71°03'21" West, a distance of 296.07 feet to a point for corner;

North 41°11'48" West, a distance of 65.31 feet to a point for corner;

North 71°20'28" West, a distance of 100.00 feet to a point for corner;

South 78°30'52" West, a distance of 33.60 feet to a point for corner;

North 71°03'21" West, a distance of 215.89 feet to a point for corner;

North 62°00'53" West, a distance of 217.81 feet to a point for corner;

North 67°46'02" West, a distance of 85.52 feet to a point for corner;

North 81°06'16" West, a distance of 414.25 feet to a point for corner;

North 72°23'07" West, a distance of 169.33 feet to a point for the southwest corner of said La Estancia Investments, LP tract;

THENCE departing said north right-of-way line of Cross Timbers Road, with the west line of said La Estancia Investments, LP tract, North 00°09'38" West, a distance of 2,878.74 feet to the **POINT OF BEGINNING** and containing 7,067,009 square feet or 162.2362 acres of land.

Multifamily Tract

LEGAL DESCRIPTION

BEING a tract of land situated in the MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

THENCE with the southeast line of La Estancia Investment, LP tract and said northwest right-of-way line of Union Pacific Railroad, North $21^{\circ}18'25''$ East, a distance of 1,175.54 feet to a point for corner;

THENCE departing said northwest right-of-way line of Union Pacific Railroad, over and across said southeast line of La Estancia Investment, LP tract, the following courses and distances:

North $68^{\circ}41'35''$ West, a distance of 690.69 feet to the **POINT OF BEGINNING**

South $89^{\circ}55'09''$ West, a distance of 416.89 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,200.00 feet, a central angle of $16^{\circ}19'01''$, and a chord bearing and distance of North $08^{\circ}14'21''$ West, 340.59 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 341.74 feet to a point for corner;

North $16^{\circ}23'52''$ West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,500.00 feet, a central angle of $11^{\circ}36'21''$, and a chord bearing and distance of North $10^{\circ}35'42''$ West, 303.32 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 303.84 feet to a point for corner;

North $85^{\circ}12'29''$ East, a distance of 144.94 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of $20^{\circ}48'47''$, and a chord bearing and distance of South $84^{\circ}23'08''$ East, 231.21 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 232.48 feet to a point for corner;

South $73^{\circ}58'44''$ East, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of $03^{\circ}45'53''$, and a chord bearing and distance of South $75^{\circ}51'41''$ East, 42.04 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 42.05 feet to a point for corner;

South $12^{\circ}15'23''$ West, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 975.00 feet, a central angle of $02^{\circ}47'08''$, and a chord bearing and distance of South $15^{\circ}00'18''$ East, 47.39 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 47.40 feet to a point for corner;

South $16^{\circ}23'52''$ East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,725.00 feet, a central angle of $06^{\circ}41'49''$, and a chord bearing and distance of South $13^{\circ}02'57''$ East, 201.51 feet;
In a southerly direction, with said tangent curve to the right, an arc distance of 201.63 feet to a point for corner;
South $16^{\circ}08'14''$ West, a distance of 300.22 feet to the **POINT OF BEGINNING** and containing 539,684 square feet or 12.3895 acres of land.

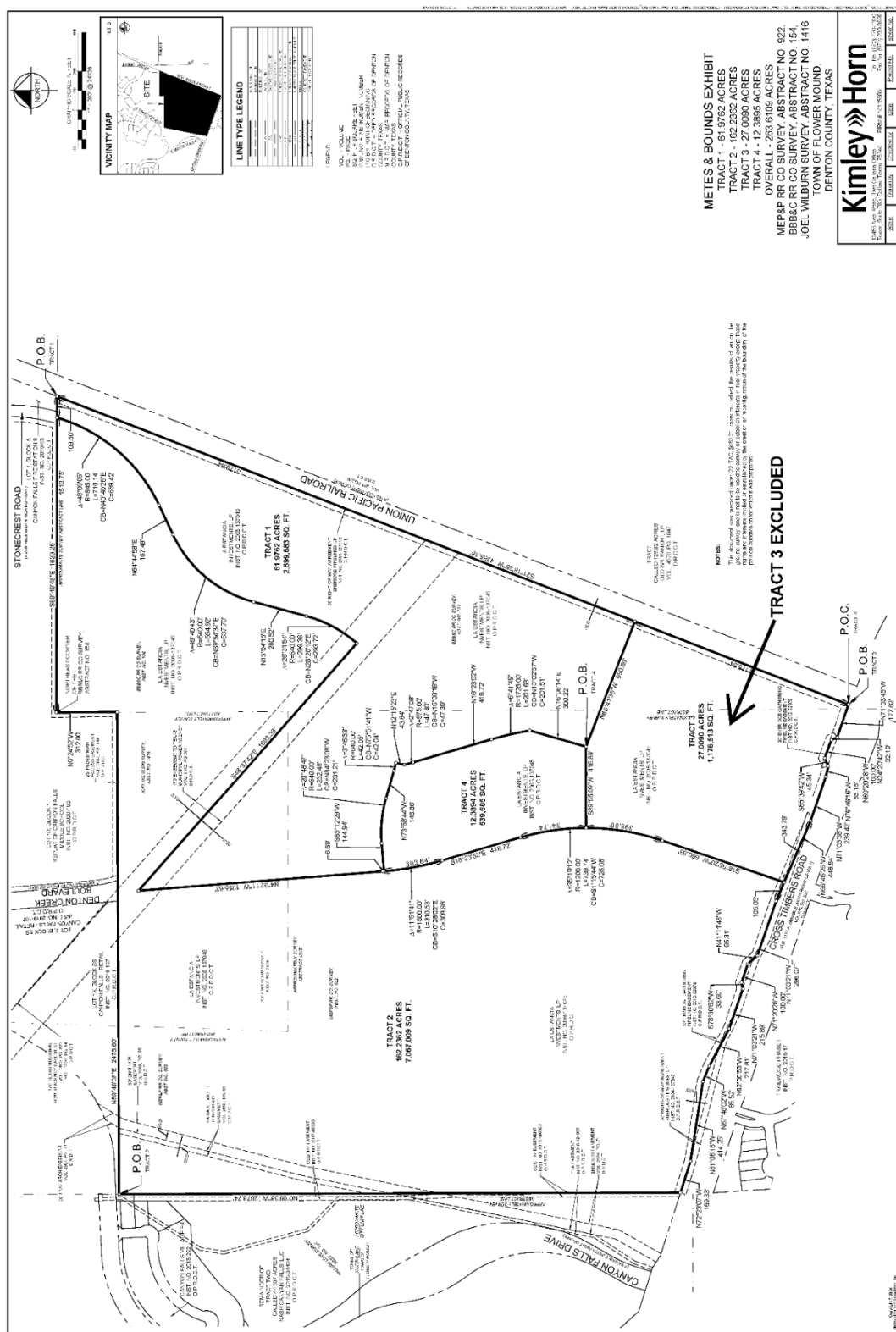


Exhibit B

Description of the Qualified Projects

CIP WATER PROJECT DESCRIPTIONS

- PROJECT 27 - DENTON CREEK BLVD 12" WATER LINE: APPROXIMATELY 3,500 LF OF 12" WATER LINE PROPOSED ALONG FUTURE DENTON CREEK BLVD. THIS LINE WILL EXTEND FROM FM 1171 NORTH TO THE NORTHERN PROPERTY LINE.
- PROJECT 29 - HIGHWAY 377/UPRR WATER LINES PHASE II: APPROXIMATELY 4,400 LF OF 24" WATER LINE PROPOSED ALONG THE UNION PACIFIC RAILROAD CONNECTING TO THE EXISTING WATER LINE AT THE END OF EXISTING STONECREST DRIVE AND EXTENDING SOUTH TO FM 1171.
- PROJECT 32 - WEST SIDE WATER LINE (WEST): APPROXIMATELY 3,200 LF OF 12" WATER LINE PROPOSED ALONG FUTURE STONECREST DRIVE CONNECTING TO THE EXISTING WATER LINE AT THE END OF EXISTING STONECREST DRIVE AND EXTENDING SOUTHWEST TO THE FUTURE DENTON CREEK BLVD 12" WATER LINE. THIS PROJECT ALSO INCLUDES APPROXIMATELY 2,700 LF OF 12" WATER LINE PROPOSED ALONG FM 1171 CONNECTING TO THE EXISTING WATER LINE AT THE SOUTHWEST PROPERTY CORNER AND EXTENDING EAST TO THE SOUTHEAST PROPERTY CORNER.

CIP REUSE WATER PROJECT DESCRIPTIONS

- PROJECT 53 - DENTON CREEK BLVD SOUTH REUSE LINE: APPROXIMATELY 3,800 LF OF 12" REUSE WATER LINE, INCLUDING A BORE ACROSS FM 1171 PROPOSED ALONG FUTURE DENTON CREEK BLVD. THIS LINE WILL EXTEND FROM THE CONNECTION POINT ON THE SOUTH SIDE OF FM 1171 NORTH TO THE NORTHERN PROPERTY LINE.
- PROJECT 58 - REUSE CENTRAL CONNECTOR: APPROXIMATELY 3,200 LF OF 8" REUSEWATER LINE PROPOSED ALONG FUTURE STONECREST DRIVE STARTING FROM THE CONNECTION TO THE FUTURE DENTON CREEK BLVD SOUTH REUSE LINE AND EXTENDING NORTHEAST TO THE NORTHEAST PROPERTY CORNER.

CIP ROADWAY PROJECT DESCRIPTIONS

- PROJECT C-6 - DENTON CREEK BLVD: APPROXIMATELY 3,500 LF OF AN URBAN MINOR ARTERIAL WITH BIKE LANES EXTENDING FROM THE FM 1171 TO THE NORTHERN PROPERTY LINE AND CONNECTING TO THE EXISTING END OF DENTON CREEK BLVD.
- PROJECT C-7 & C-8 - STONECREST DRIVE: APPROXIMATELY 3,200 LF OF AN URBAN COLLECTOR EXTENDING FROM FUTURE DENTON CREEK BLVD NORTHEAST TO THE NORTHEAST PROPERTY CORNER AND CONNECTING TO THE EXISTING END OF STONECREST DRIVE.
- PROJECT S-16 - FM 1171 & DENTON CREEK BLVD INTERSECTION SIGNAL.

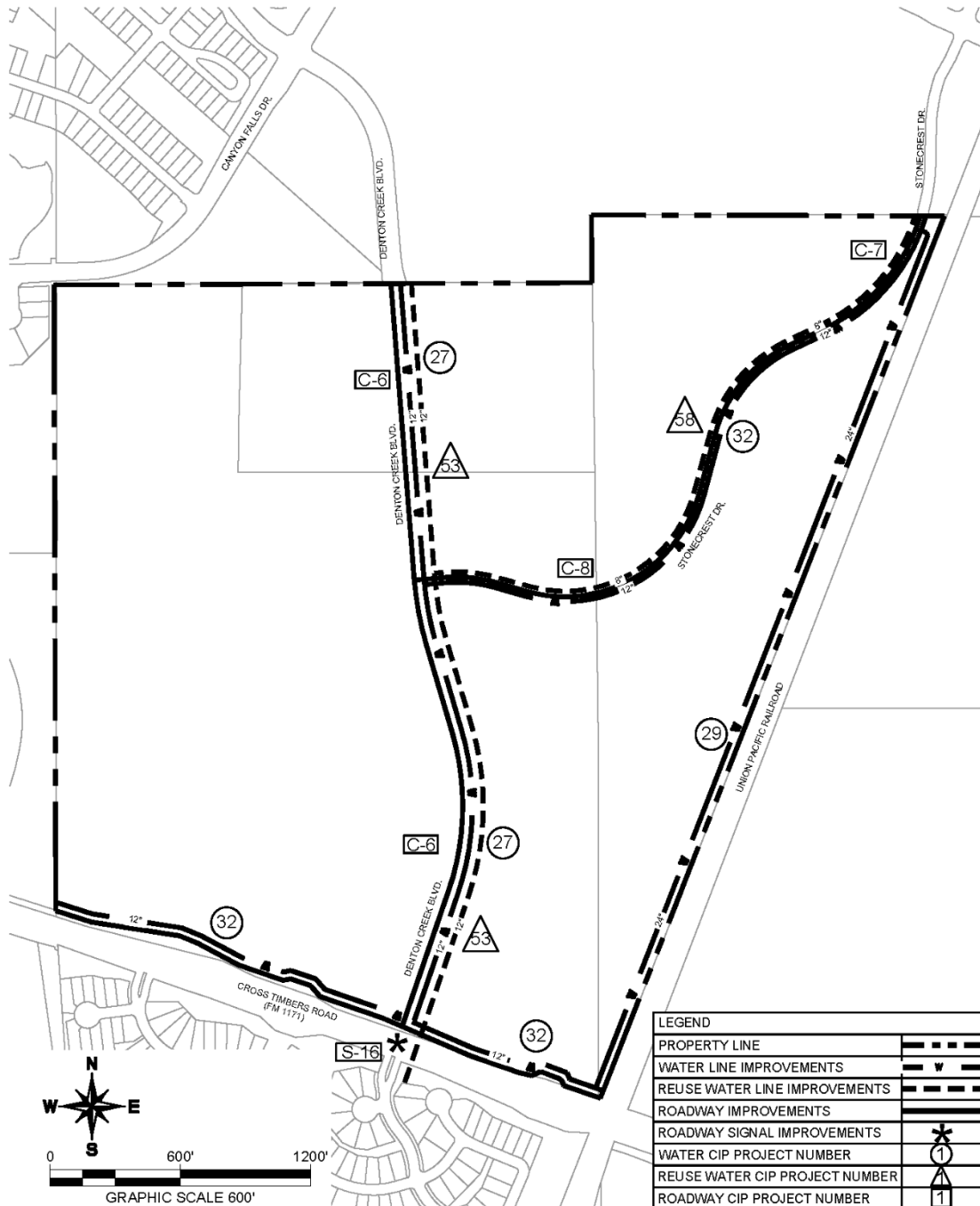
La Estancia - Qualified Projects

Flower Mound, Texas
May 2024

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

Exhibit C

Map Depicting the Location of the Qualified Projects



La Estancia - Qualified Projects

Flower Mound, Texas
May 2024

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928



TOWN COUNCIL AGENDA K.11. REGULAR ITEM(S)

DATE: May 20, 2024
FROM: John Zagurski, Chief Financial Officer
ITEM: **Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 15%.**

BACKGROUND: In 2018, the Town Council approved a homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 2.5 percent (2.5%). In 2021, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 5 percent (5%). In 2022, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 10 percent (10%). In 2023, the Town Council approved an increase to the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 12.5 percent (12.5%). A homestead exemption, or any changes to an existing exemption, must be approved by June 30 of each tax year to go into effect the next fiscal year. This item is to increase the homestead tax exemption that states the owner of a residence homestead is entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or 15 percent (15%). If approved, the ordinance will become effective beginning with Tax Year 2024/Fiscal Year 2024-2025.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$1.25 Million decrease in property tax revenue if the No-New-Revenue Rate is adopted

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

ATTACHMENTS:

1. Property Tax Exemption Ordinance

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

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-55, "RESIDENCE HOMESTEAD EXEMPTION," DIVISION 2, "EXEMPTIONS," ARTICLE II, "PROPERTY TAXES," OF CHAPTER 62, "TAXATION", OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION TO 15 PERCENT (15%) OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 11.13(n) of the Texas Tax Code authorizes the Town Council of the Town of Flower Mound, Texas ("Town Council") to adopt an exemption from taxation of a portion of the appraised value of an individual's residence homestead; and,

WHEREAS, the Town Council has previously adopted an exemption under Texas Tax Code Section 11.13(n) in the amount of ten percent (12.5%); and,

WHEREAS, the Town Council finds that it is in the public interest to change this exemption to 15 percent (15%) so that the tax rate calculations can be properly calculated with the increased amount; and,

WHEREAS, the Town Council has investigated and determined that it would be advantageous and beneficial to the Town of Flower Mound and its citizens to adopt and increase the residential homestead ad valorem (property) tax exemption in accordance with Section 11.13(n) of the Texas Tax Code, as set forth below.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Section 62-55 "Residence Homestead Exemption," Division 2, "Exemptions," Article II, "Property Taxes," of Chapter 62 "Taxation," of the Code of Ordinances, Town of Flower Mound, Texas is hereby amended to read as follows:

"Sec. 62-55. - Residence homestead exemption.

In addition to any other exemption provided by Texas law or Flower Mound ordinance, the owner of a residence homestead shall be entitled to an exemption from Flower Mound ad valorem taxation in an amount equal to the greater of Five Thousand Dollars (\$5,000.00) or 15 percent (15%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended. The exemption shall be granted to any such residential homestead and the improvements qualifying for same, as provided by law."

SECTION 3

The exemption set forth in Section 2 of this Ordinance shall become effective beginning with the 2024 tax year, and shall remain effective for each successive tax year until otherwise amended or repealed by the Town Council or other appropriate authority.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent prosecution from being commenced for any violation occurring prior to the repeal of the ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6

This Ordinance shall become effective immediately upon its passage.

ORDINANCE NO. _____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20TH DAY OF
MAY, 2024. APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY