

Town Council Regular Meeting



July 15, 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 either a member of Town Council, staff, or consultant, 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@flowermound.gov 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. Special recognition - Jeff Tasker, Municipal Court Judge

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 Recognition
 - b. Independence Fest

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. July 18 - Strategic Planning Retreat (9am - 4pm)
2. August 5 - 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. Minutes - 7/1 - Consider approval of the minutes from a regular meeting held on July 1, 2024.
2. Campaign Finance Reporting (inactive candidates) - Consider approval of a Resolution to authorize the Town Secretary to terminate the campaign treasurer appointments of inactive candidates and inactive political committees for filers that have been inactive for over two years.
3. Presiding Municipal Judge - Consider approval of an ordinance to appoint the Presiding Municipal Judge to Judge Alissa Janke for the period of August 1, 2024, through December 31, 2024.
4. Alternate Municipal Judge - Consider approval of an ordinance amending Ordinance No. 12-23 for Alternate Judge Stephanie Askew.
5. Budget Amendment #3 - 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 and Ordinance No. 20-24 for adjustments to the COVID-19 Fund.

K. REGULAR ITEM(S)

1. Denton Creek Blvd Bridge Construction Award - Consider approval of a Construction Agreement with Urban Infraconstruction LLC for the Denton Creek Blvd Bridge and Water Line project, in the amount of \$9,392,100.00; and authorization for the Mayor to execute same on behalf of the Town.
2. Trotter Park Master Plan - Public Hearing to consider recommendation and approval of a conceptual master plan for Trotter Park, a 13.11 acre park located at 4551 Cross Timbers Road.

3. CAC Expansion & Renovation Study Presentation - Presentation of the Community Activity Center Expansion and Renovation Study conducted by Barker Rinker Seacat Architecture.
4. SP23-0014 - Silver Pagoda Addition - Consider a request for a Site Plan (SP23-0014 – Silver Pagoda Addition) to develop a Religious assembly and a rectory, with a partial exception to Section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located at the western terminus of Cherokee Path. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)
5. TRP24-0005 - St. Philip the Apostle Catholic Church - Public Hearing to consider an application for a tree removal permit (TRP24-0005) for three (3) specimen trees on property proposed for development as St. Philip the Apostle Catholic Church for the proposed development Phases II and III. The property is generally located south of Cross Timbers Road, west of Flower Mound Road, and east of Scenic Drive. (The Environmental Conservation Commission recommended approval of two (2) trees (#7158 and #7159) and denial of one (1) tree (#4726) by a vote of 5 - 0 at its July 2, 2024, meeting.)
6. LDR24-0002 - Signs and Definitions Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR24-0002 – Signs and Definitions Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” and Chapter 86 “Signs,” related to updated sign standards, processes, illustrations, and definitions. (PZ recommended approval by a vote of 6 to 0 at its July 8, 2024, meeting.)

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. Enforcement of Zoning Regulations
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.

3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, 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.

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: July 12, 2024, at 4:22 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](#).

Town Council Regular Meeting



July 1, 2024
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4
with the following member absent:
Chris Drew, Councilmember Place 2

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer

B. INVOCATION

Chaplain Plunk gave the invocation.

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

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

D. PRESENTATION(S)

1. Proclamation for National Parks and Recreation Month

Mayor Moore recited the proclamation and presented it to Chuck Jennings, Director of Parks and Recreation.

E. PUBLIC COMMENT

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

	Speaker name and address	Subject (as written on the form)
1.	Fred Vincent, 3933 Bordeaux Cir	Environment
2.	Daniel Bennett, 408 Pemberton St, White Settlement	TARB Subcommittee/TA

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members

There were announcements from Mayor and Councilmembers regarding:

- congratulations to the parks staff for the work they do
- well wishes for a Happy 4th and Independence Fest
- Flo Mo Convos upcoming event
- recognition of Flower Mound Symphony, Voices of Flower Mound, and Chancel Choir for a recent performance
- Denton County India Cultural Association event

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
4. Debris Pick Up Update
Mr. Childers provided a report on the recent debris pickup.

H. FUTURE AGENDA ITEM(S)

There were no request.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Councilmembers plan to attend the following meetings.

1. July 15 - Regular Meeting
2. July 18 - Strategic Planning Retreat (9am - 4pm)

J. CONSENT ITEM(S)

ACTION: Adam Schiestel moved to approve consent items 1 - 4 as presented in the agenda caption. Ann Martin seconded the motion.

AYES: Ann Martin, Adam Schiestel, Brian Taylor, Janvier Werner

NAYS: None

ABSTAIN: None

RESULT: 4 : 0

1. Minutes - 6/17 - Consider approval of the minutes from regular meeting held on June 17, 2024.
2. TimeClock 5-year Renewal - Consider approval of an agreement, order form, and associated documents with TimeClock Plus to renew the Town-wide employee time and attendance tracking software for an additional 5-year term, for a total cost of \$148,957.30, and authorizing the Mayor to execute the same.
3. Mini Excavator Purchase - Consider approval of the purchase of a CASE CX57C Long Arm Mini Excavator, from Associated Supply Company, Inc. in the amount of \$80,900.00.
4. Annual Computer Replacement Purchase - Consider approval of purchase for annual computer replacements from CDWG through Sourcewell cooperative contract #081419 in the amount of \$170,304.74.

K. REGULAR ITEM(S)

1. Health Sciences Feasibility Study - Presentation of the feasibility study on expanding academic health sciences and clinical programs in Flower Mound, conducted by Tripp Umbach, Inc.
Mr. Watson provided background information.

Paul Umbach, Tripp Umbach, Inc. gave a presentation identifying or noting:

- about Trip Umbach (profile)
- key takeaways
- stakeholder results
- stakeholder interviews
- population growth projections in DFW region
- components of annual population change from the previous year metroplex region, 2013 - 2022
- population changes by age group
- healthcare job growth nationally
- fastest growing healthcare occupations nationally
- degree program evaluated
- high priorities
- program area: nursing programs (all levels), mental health (therapists/counselors/psychologist/clinical psychologists); physician assistants; doctor of dental medicine; doctor of optometry
- assessment/recommendations

and he, or Mr. Watson, responded to questions or comments from mayor or councilmembers regarding:

- tech programs
- next steps
- competition in the market for a health science center
- affordable housing (for students and faculty)
- transportation (i.e. shuttles)

No Council action is needed for this item.

2. SP24-0003 - Argyle ISD Stadium & Indoor Athletic Center - Consider a request for a Site Plan (SP24-0003 – Argyle ISD Stadium & Indoor Athletic Center) to expand an existing secondary school, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 and a meritorious design exception pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Canyon Falls Drive between Denton Creek Boulevard and

Stonecrest Road. (PZ recommended approval by a vote of 5 to 0 at its June 24, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- site plan
- deviation request (parking)
- exception requests (architectural waiver - facade materials, roof pitch)
- site photos
- overall landscape plan
- elevations

and she responded to questions from Council regarding:

- existing parking and possible conflicts
- if limitations/signage could be put in place outside the school
- resident concerns about parking and traffic
- facade materials for existing stadiums

Applicant Presentation: Marty Sims, VLK Architects

Mr. Sims gave a presentation identifying or noting:

- site plan
- press box
- IAC, concession and restrooms
- stadium and indoor athletic center
- press box elevations
- site photos
- color board - materials
- examples of other metal panel buildings
- exterior rendering

and he responded to questions from mayor or councilmembers regarding:

- placement of air conditioning systems
- if metal panels are currently in use
- compatibility buffer
- noise and lighting requirements
- traffic

ACTION: Brian Taylor moved to approve K.2. as presented in the agenda caption. Janvier Werner seconded the motion.
AYES: Ann Martin, Adam Schiestel, Brian Taylor, Janvier Werner

NAYS: None
ABSTAIN: None
RESULT: 4 : 0

3. SUP24-0004 - Lightbridge Academy - Public Hearing to consider an ordinance granting a Specific Use Permit No. 493 (SUP24-0004 – Lightbridge Academy) for a day care center use, with a waiver to the roof pitch requirement pursuant to Section 98-1163, Exterior wall construction for nonresidential buildings, of the Code of Ordinances. The property is generally located south of Sagebrush Drive and west of Long Prairie Road. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- concept plan
- site photos
- roof pitch waiver
- concept landscape plan
- concept elevations
- playground and fence details
- enclosures and canopy
- proposed conditions

and she responded to questions or comments from Council regarding:

- shared parking
- traffic intensity given the proximity to the daycare
- use of stone wall

Applicant presentation: Patricia Fant, McAdams

Ms. Fant gave a presentation identifying or noting:

- Overview of Embree
- land use
- concept site plan
- modifications

ORDINANCE NO. 27-24

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. 493 (SUP-493) FOR A DAY CARE CENTER USE ON CERTAIN PROPERTY DESCRIBED AS 1.47 ACRES OF LAND AND BEING ALL OF LOT 5, BLOCK A OF THE EMBREE FM 2499 ADDITION, DENTON COUNTY, TEXAS, AND

ZONED PLANNED DEVELOPMENT DISTRICT NO. 186 (PD-186) WITH R-2 RETAIL DISTRICT-2 AND O OFFICE DISTRICT USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.3. as presented in the agenda caption. Janvier Werner seconded the motion.
AYES: Ann Martin, Adam Schiestel, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

L. BOARDS/COMMISSIONS

1. Blue Ribbon Bond Committee

ACTION: Ann Martin moved to create a Blue Ribbon Bond Committee and appoint the following members, effective immediately and ending January 31, 2025:

1. Ron Hogue
2. Richard Kenyon
3. Scott Langley
4. Todd Bayuk
5. Murthy Mantha
6. Clare Harris
7. Laverne Amsterdam
8. Michelle Jackson
9. Sandeep Sharma, Chair (non-voting)
10. Steve Lyda
11. Ann Martin
12. Teresa Thomason

Adam Schiestel seconded the motion.
AYES: Ann Martin, Adam Schiestel, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

M. CLOSED MEETING

Mayor Moore announced that the Town Council is convening into a closed meeting at 8:11 p.m., pursuant to Texas Government Code Chapter 551, Sections 071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.
 - a. Furst Ranch Development Agreement
 - b. Review of public safety processes and procedures
2. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Municipal Judge, Alternate Judge, and Associate Judge.
3. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, fire stations, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.
4. 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.
5. 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

N. RECONVENE

The Town Council reconvened into an open meeting at 9:36 p.m., and no action was taken on the above items.

O. ADJOURN

Mayor Moore adjourned the meeting at 9:36 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: July 15, 2024

FROM: Theresa Scott, Town Secretary

ITEM: **Consider approval of a Resolution to authorize the Town Secretary to terminate the campaign treasurer appointments of inactive candidates and inactive political committees for filers that have been inactive for over two years.**

BACKGROUND: On January 16, 2024, the Town Council adopted Ordinance No. 02-24, which created a process to authorize the Town Secretary to terminate inactive campaign finance reports, after Council approval. State law considers a campaign treasurer's appointment to be inactive after one year of not filing the required reports. This agenda item aims to terminate the campaign treasurer's appointment and associated documents for a candidate or political committee that has not filed in more than two years since the last reporting deadline.

Courtesy letters were sent in June 2023, resulting in three reports being filed. There are currently 11 inactive campaign finance reports ranging from 2011 to 2022 with no activity. Per state law, campaign treasurers were sent a written notice on June 27, informing them that their campaign treasurer appointment could be terminated at this meeting.

Going forward, the Town Secretary's Office will review all inactive filers annually in June and bring forward an agenda item in July for this same purpose as warranted.

Upon passage of this agenda item, and per state law, a letter notifying affected filers that the appointment has been terminated, effective August 14, 2024, will be sent.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: The inactive campaign finance reports will remain on the Town's website and on file in the Town Secretary's office indefinitely.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., reviewed Ordinance 02-24 that created this process and in accordance with Election Code, Section [252.0131](#).

ATTACHMENTS:

1. Resolution

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

TOWN OF FLOWER MOUND

RESOLUTION NO. __24

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, TERMINATING INACTIVE CAMPAIGN TREASURER APPOINTMENTS FOR FILERS THAT HAVE BEEN INACTIVE FOR MORE THAN TWO YEARS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a campaign treasurer may be removed by the filing of a successor or by resignation; and

WHEREAS, the Town Secretary must comply with state law requirements regarding campaign treasurers who remain active, even after the election has been concluded and the candidate is inactive; and

WHEREAS, Chapter 2, Article II, Section 2-60 of the Flower Mound Municipal Code, sets forth the procedures for the termination of inactive campaign treasurers; and

WHEREAS, the inactive filers listed below were notified by mail on June 27, 2024, that their campaign treasurer appointments could be terminated at this meeting, should they not bring their reports up to date, or file a final report, effectively terminating their campaign treasurer.

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

SECTION 1

The following inactive filers' campaign treasurer appointments will be terminated with this Resolution:

1. Jay Cannon
2. Alan Cloud
3. Robbie Cox
4. Gale David (Uniquely Flower Mound PAC)
5. Tom Hayden
6. Elwood Leonard
7. Steve Lyda
8. Jehangir Raja
9. Tami Ryan
10. Jason Webb
11. Jeff Whittaker (himself and NFL for Flower Mound PAC)

SECTION 2

This resolution shall take effect 30 days after passage in accordance with state law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, THIS 15TH DAY OF JULY, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



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

DATE: July 15, 2024
FROM: Lori Linn-Gosser, Municipal Court Administrator
ITEM: **Consider approval of an ordinance to appoint the Presiding Municipal Judge to Judge Alissa Janke for the period of August 1, 2024, through December 31, 2024.**

BACKGROUND: Presiding Judge Jeff Tasker, submitted his resignation effective July 31, 2024. The proposed ordinance appoints Judge Alissa Janke, the Town's current Alternate Judge, as Presiding Judge effective August 1, 2024. Judge Janke has served as an Alternate Judge since May 2022.

Per Government Code Chapter 30, Sec. 30.00008 Vacancies: Temporary Replacement, Judge Janke will fulfill Judge Tasker's unexpired term through December 31, 2024. A proposed ordinance for Judge appointment will be presented for Council's consideration at that time. State law dictates a two-year term for both the main and alternate Municipal Judge. In addition, any action of the governing body regarding the appointment or reappointment must be done by ordinance.

As compensation for all required services, the Town agrees to pay to the Presiding Judge according to a flat rate per job duty according to the following schedule:

Monthly Stipend for administrative duties as defined in the ordinance.	\$600
Magistrate Duties as defined in the ordinance.	\$185 Daily Flat Rate
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket day)	\$75

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$75,000.00

Proposed Expenditure/(Revenue)
\$75,000.00

Account Number(s):
100-560-56000-5110

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 Presiding Judge 2024

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 APPOINTING THE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or associate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

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

SECTION 1

It is hereby found that the office of Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Alissa Janke is hereby appointed as Municipal Judge of the Town of Flower Mound Municipal Court of Record to begin on August 1, 2024, and to expire on December 31, 2024. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Alissa Janke shall continue to serve until the Municipal Judge's successor shall be duly qualified.

SECTION 3

In accordance with Section 30.00007, Texas Government Code, Alissa Janke shall serve as Presiding Judge of the Town of Flower Mound Municipal Court of Record with all attendant rights and duties thereto. In addition, Alissa Janke shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

- A. As compensation for all required services, the Town agrees to pay to the Presiding Judge according to a flat rate per job duty according to the following schedule:

Monthly Stipend for administrative duties such as preparing monthly written schedule setting the judge's duties, annual review of judicial orders, confidentiality policy, court security plan, and youth diversion program agreement, scheduling and attending judges' meetings with Municipal Court and Police Department staff as needed, conducting administrative hearings as needed, review of jail documents and all other necessary duties to ensure operation soundness.	\$600
Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket day)	\$75

B. In the event the Presiding Judge is required to testify at a court proceeding relative to his duties as Judge, the Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Presiding Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Presiding Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. The Presiding Judge will not be otherwise compensated for such training.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the 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 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 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 15th DAY OF JULY, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Presiding Judge, Town of Flower Mound

Duties.

- a. The Presiding Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. The Judge shall provide the Town Council with semi-annual updates of matters regarding the Flower Mound Municipal Court and magistrate duties, and such updates shall be presented by the Judge to the Town Secretary (for distribution to the Town Council) within twenty (20) calendar days following:

December 31, of each calendar year

June 30, of each calendar year (to be presented in person)

Additional reporting may be presented as deemed necessary by the Judge. Upon request of the Mayor or Town Council, such updates may be presented at a scheduled Town Council meeting.

- b. The Presiding Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Presiding Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Presiding Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.

- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Court Administrator will be available for consultation and comment with regard to any proposed procedures should the Presiding Judge so desire. The Town will provide the necessary secretarial staff to the Judge for clerical assistance. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and signed by the Presiding Judge prior to incorporation. No policy will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.
- c. The Presiding Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. The Presiding Judge, when "On Call", must return calls within thirty (30) minutes. In the event the Presiding Judge fails to respond within thirty (30) minutes, an Alternate Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the

bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.
- c. All paperwork from jail arraignments must be properly completed. The Presiding Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Judge; however, this shall in no way be read to create a duty for the Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Presiding Judge to give at least thirty (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.



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

DATE: July 15, 2024
FROM: Lori Linn-Gosser, Municipal Court Administrator
ITEM: **Consider approval of an ordinance amending Ordinance No. 12-23 for Alternate Judge Stephanie Askew.**

BACKGROUND: The Town Council approved Ordinance 12-23 reappointing Judge Stephanie Askew on April 3, 2023. The proposed ordinance presented for Council's consideration is to amend the ordinance to reflect on revision of the fee schedule. Judge Askew's two-year term will expire on April 19, 2025.

As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

	Current	Proposed
Magistrate Duties as defined in the ordinance.	\$100/Magistrate \$75.00/Warrant	\$185.00 Flat rate each day
Full Court Date includes signing documents	\$550.00	\$800.00
Half Court Date includes signing documents	\$275.00	\$400.00
Signing Court Documents (non-docket days)	\$75.00	\$75.00
Attending Judge's Meeting or Conducting Admin Hearing	\$100.00	\$100.00
Training Stipend Upon first appointment first 30 days	\$0.00	\$500.00

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$17,000

Proposed Expenditure/(Revenue)
\$17,000

Account Number(s):
100-560-56000-5110

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 Alternate Judge 2024

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 ORDINANCE 12-23 FOR ALTERNATE JUDGE OF THE MUNICIPAL COURT OF RECORD IN THE TOWN OF FLOWER MOUND; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound is a home rule city 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 has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and,

WHEREAS, Chapter 30, Section 30.00006, of the Texas Government Code relating to municipal courts of record provides that the governing body shall by ordinance appoint its municipal judges; and,

WHEREAS, pursuant to the section 4.04.1 of the Town Charter and section 26-51 of the Town's Code of Ordinances, the Town Council shall have the right and authority to name judges and/or alternate judges to preside over the judicial functions for the Flower Mound Municipal Court of Record; and

WHEREAS, the Town Council enacted Ordinance 12-23 on April 3, 2023, appointing Judge Stephanie Askew as Alternate Judge; and,

WHEREAS, the Town Council wishes to revise the compensation for all required services.

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

SECTION 1

It is hereby found that the office of Alternate Municipal Judge of the Town of Flower Mound, Texas is of benefit to the State of Texas and to the Town of Flower Mound.

SECTION 2

Stephanie Askew was appointed as Alternate Municipal Judge of the Town of Flower Mound Municipal Court of Record for a two-year term to begin on April 18, 2023, and to expire on April 19, 2025. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Stephanie Askew shall continue to serve until the Alternate Judge's successor shall be duly qualified.

SECTION 3

Stephanie Askew shall perform those duties and responsibilities provided in Exhibit "A" attached hereto and incorporated herein.

SECTION 4

A. As compensation for all required services, the Town agrees to pay the Alternate Judge according to a flat rate per job duty according to the following schedule:

Magistrate Duties including jail arraignments (in person or online), reviewing and executing arrest or search warrants and being available during a 24-hour period for "on call".	\$185 Flat rate each day
Full Court Date morning and afternoon dockets (including signing documents).	\$800
Half Court Date morning or afternoon dockets (including signing documents).	\$400
Signing Court Documents (non-docket days)	\$75
Attending Judge's Meeting or Conducting Admin Hearing	\$100
Upon first appointment first 30 days of training stipend	\$500

B. In the event the Alternate Judge is required to testify at a court proceeding relative to the Alternate Judge's duties, the Alternate Judge shall be entitled to receive compensation at an amount of \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.

C. The Alternate Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Alternate Judge performed a compensable duty outlined in above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

D. The Town shall pay the Alternate Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.

E. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Alternate Judge. Such training and expenses associated with such training, and payment, therefore, shall be coordinated with the Municipal Court Administrator in advance of any such training. Alternate Judge will not be otherwise compensated for such training.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the 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 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 7

This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS BY A VOTE OF _____ TO _____, ON THIS 15th DAY OF JULY, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Exhibit "A"
Duties and Responsibilities
Alternate Judge, Town of Flower Mound

Duties.

- a. The Alternate Judge shall preside over the Flower Mound Municipal Court and perform all duties set forth below in accordance with the schedule promulgated by the Presiding Judge.
- b. The Alternate Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time.
- b. The Alternate Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Alternate Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Flower Mound Municipal Court. Although a recognized function of judicial discretion, the Alternate Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Alternate Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Alternate Judge shall operate within the docket schedule prepared and coordinated by the Presiding Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Alternate Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Standing Orders.

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Alternate Judge shall utilize the "Bench Book" produced by the Texas Municipal Court Education Center.
- b. The Presiding Judge shall promulgate and maintain judicial policies and procedures for insertion into "Standing Orders" which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and acknowledged by the Alternate Judge. No policy

will be implemented by the clerks of the court prior to the same being in written form and executed by the Presiding Judge. Court clerks will not enforce oral policies.

- c. The Alternate Judge shall adhere to the Standing Orders.

On Call Procedures.

- a. A written schedule setting the assigned judges' duty report days shall be created and provided by the Presiding Judge to the Court and to the Police Department on a monthly basis no later than two (2) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 12:00 a.m. (midnight) and continue for the next twenty-four (24) hours. Changes to the "On Call" status shall be made by agreement between the Presiding Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days (or within a reasonable amount of time) prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the "On Call" judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.
- b. When "On Call," the Alternate Judge must return calls within thirty (30) minutes. In the event the Alternate Judge fails to respond within thirty (30) minutes, the Presiding Judge may be called.

Municipal Court Operations.

- a. The Presiding Judge and Court Administrator shall coordinate a specific date and time, two (2) days per week, to allow the Presiding Judge to review and execute all necessary court documents. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice. The Alternate Judge shall be available to sign documents when scheduled to do so by the Presiding Judge or in exigent circumstances when requested by the Court Administrator.
- b. Court shall commence promptly for scheduled docket times on designated court dates. The Alternate Judge shall make every effort to take the bench and convene court dockets at the designated docket time.

Arraignments.

- a. Jail arraignments shall be performed on a daily basis in accordance with all applicable state and federal laws. A detention officer or sworn police officer shall be made available for assisting with arraignments.
- b. Jail arraignments shall not be performed between the hours of 5:30 p.m. and 7:30 p.m. to allow shift change and accommodate jail staffing.

- c. All paperwork from jail arraignments must be properly completed. The Alternate Judge shall ensure that no judicially inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Alternate Judge; however, this shall in no way be read to create a duty for the Alternate Judge to correct the document or to give legal advice to Town staff.
- d. Every effort shall be made by the Alternate Judge to give at least thirty. (30) minutes' notice to police personnel (a detention officer) at 972-539-3352 or the main Flower Mound Police Department telephone number at 972-539-0525 prior to arrival on Town premises to conduct arraignments.



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

DATE: July 15, 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 and Ordinance No. 20-24 for adjustments to the COVID-19 Fund.**

BACKGROUND: The attached budget amendment represents the third 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 amendment will also account for the additional interest proceeds that have been received by the town based on those funds.

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 the list of identified projects included in this budget amendment:

- Library RFID Conversion and Sorter
- Building Modifications for Library Sorter

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:

ALTERNATIVES:

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

Proposed (Revenue)

(\$101,284)

Proposed Expenditure

\$180,256

Account Number(s):

Fund 378 COVID-19 Fund

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-3rd 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 AND ORDINANCE NO. 20-24, 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 Ordinance No. 20-24; 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 and Ordinance No. 20-24, 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 15th DAY OF JULY, 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, revenues will increase by \$101,284 to account for actual interest proceeds received.

On the expense side, budget amounts will be shifted within the fund to provide authorization for the following projects, which will result in an overall increase in expenditures in the amount of \$13,001:

Project	Amount
Library RFID Conversion & Sorter	\$170,256
Building Modifications for Library Sorter	\$10,000

COVID-19 Fund	Original Budget	Current Budget	Amended Budget	Increase / (Decrease)
Revenues:				
Investment Earnings	20,000	20,000	121,284	101,284
Total	\$ 20,000	\$ 20,000	\$ 121,284	\$ 101,284
Expenditures:				
Approved Projects	\$ 2,202,848	\$ 2,916,300	\$ 2,929,301	\$ 13,001
Total	\$ 2,202,848	\$ 2,916,300	\$ 2,929,301	\$ 13,001



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

DATE: July 15, 2024
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of a Construction Agreement with Urban Infraconstruction LLC for the Denton Creek Blvd Bridge and Water Line project, in the amount of \$9,392,100.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On April 4, 2024, bids were received and opened (Bid # 2024-69-B) for the Denton Creek Blvd Bridge and Water Line project. Urban Infraconstruction submitted the lowest qualified bid of the seven (7) responding bidders at a base bid of \$9,392,100.00. The Denton Creek Blvd Bridge and Water Line project consists of the construction of a 5-span reinforced concrete bridge over the Graham Branch floodplain, roadway and sidewalks, underground waterline, bridge-suspended waterline, median landscaping, and irrigation.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$9,392,100.00

Proposed Expenditure/(Revenue)		Account Number(s):
\$8,275,770.00 (Streets)	<u>Streets:</u>	
\$1,116,330.00 (Water)	Impact Fees	550-119-78032-6160 - \$877,515.50
\$9,392,100.00	Project Savings	531-220-78032-6160 - \$1,398,254.50
	Denton County TRIP	<u>506-220-78032-6160 - \$6,000,000.00</u>
		\$8,275,770.00
	<u>Water:</u>	
	Impact Fees	601-900-96012-6170 - \$577,800.00
	Project Savings	630-960-96012-6170 - \$393,156.00
	Project Savings	<u>610-960-96012-6170 - \$145,374.00</u>
		\$1,116,330.00

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

ATTACHMENTS:

1. Bid No. 2024-69-B Tabulation
2. Form 1295 Certificate (internal use only)
3. Denton Creek Blvd construction agreement

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



**Town of Flower Mound
Verified Bid Tab**

Bid No: 2024-69-B Denton Creek Blvd Bridge and Water Line

Bid Opening: 4/2/2024 at 11:00 AM

Company	Total Base Bid
Urban Infraconstruction LLC	\$ 9,392,100.00
Reyes TX Inc	\$ 9,489,998.98
Coppell Construction Company Inc	\$ 9,555,898.80
McMahon Contracting LP	\$ 9,677,020.20
Ragle, Inc	\$ 10,652,376.99
Texas Sterling Construction Co	\$ 10,725,527.00
IBCTX	\$ 14,576,542.00

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

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

Date: April 2, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1157230

Date Filed:
05/06/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Urban Infraconstruction, LLC.
Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TOWN OF FLOWER MOUND

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-69-B
DENTON CREEK BOULEVARD BRIDGE AND WATER LINE (BRIDGE CONSTRUCTION)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tamrakar, Anup	Irving, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is ANUP TAMRAKAR | CEO, and my date of birth is 02/13/1984.

My address is 526 N. BRITAIN RD., IRVING,, TX, 75061, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS, County, State of TEXAS, on the 5TH day of MAY, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

TOWN OF FLOWER MOUND
DENTON CREEK BOULEVARD BRIDGE AND WATER LINE

Bid # 2024-69-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”), made and entered into this 15th day of July, 2024, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the “Town,” and Urban Infraconstruction LLC, a corporation, hereinafter referred to as the “Contractor.” For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

DENTON CREEK BOULEVARD BRIDGE AND WATER LINE,
Bid # 2024-69-B

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

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

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

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

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

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **Nine Million Three Hundred Ninety Two Thousand One Hundred Dollars and Zero cents (\$ 9,392,100.00)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of two hundred forty (240) calendar days, and final completion of two hundred seventy (270) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work.

Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Town perform a final inspection. The Town shall inspect the Work. If the Town determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Town determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

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

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

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

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to

the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

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

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

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

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

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

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

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

Expenses incurred by the Town to alleviate the hazard shall be paid by the Contractor, the maintenance bond surety, or both.

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

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

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

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

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

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

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

1. the Contractor timely delivers to the Town all bonds and insurance documents; and

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the 15th day of July, 2024.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)

(Printed Name)

(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: _____
Theresa Scott, TOWN SECRETARY

ATTEST: _____ (Signature)

(Position)



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

DATE: July 15, 2024

FROM: Brennon Peltier, Park Development Manager

ITEM: **Public Hearing to consider recommendation and approval of a conceptual master plan for Trotter Park, a 13.11 acre park located at 4551 Cross Timbers Road.**

BACKGROUND: The purpose of this item is to discuss and consider for approval the attached conceptual master plan. MHS Planning and Design (MHS) has utilized the feedback provided by the Parks Board and public during their April work session item to create a conceptual design which the Parks Board unanimously recommended for Town Council Consideration at their June 2024 meeting. This item will be presented as a public hearing allowing residents the opportunity to comment on the proposed park master plan.

Trotter Park Master Plan key meetings and dates:

- **January 9, 2024** – Public Town Hall Meeting
- **April 4, 2024** – Parks Board Work Session
- **June 6, 2024** – Parks Board Public Hearing
- **July 15, 2024** – Town Council Public Hearing

Below is a timeline of the park from parkland dedication until the Parks Board public hearing in June 2024.

- **October 1, 2018:** Town Council approved ordinance no. 32-18 establishing PD-166 Town Lake Phase Four, which included the 13.11 acres as future parkland.
- **November 12, 2020:** Toll Brothers deeded the parkland to the Town.
- **May 17, 2021:** Town Council approved the name of the park as Trotter Park.
- **May 17, 2021:** Town Council approved a Tennis Center Feasibility Study to be conducted.
- **April 21, 2022:** Finalized Tennis Center Feasibility Study presented to Town Council and Trotter Park was selected as the ideal location for the center.
- **February 6, 2023:** Town Council voted to call a bond election and place Proposition A on the May 6 bond election ballot.
- **May 6, 2023:** Flower Mound voters rejected Proposition A 53% to 47%.
- **October 16, 2023:** Zoning was amended to add public park or playground as an approved use (tennis was the only approved use).
- **September 18, 2023:** Town Council approved a Professional Services Agreement with MHS Planning & Design, LLC for the Master Planning of Trotter Park.
- **November 28 & 29, 2023:** Town and Consultants conducted stakeholder meetings.
- **January 9, 2024:** The Town hosted a Townhall Meeting.
- **January 13, 2024:** Trotter Park Community Survey closed.
- **April 4, 2024:** The conceptual layouts were presented at the Parks Board meeting.

- **June 6, 2024:** Public hearing for conceptual master plan design is presented to Park Board; vote 6-0 for approval of design

The creation of a conceptual master plan for the park will guide the staff and architect in the design and provide the Town with an opinion of probable costs for budgeting purposes.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval at their June 6, 2024, regular meeting with a vote of 6 to 0. As part of their motion, the Parks Board recommended delaying the decision on the exact number of pickleball and/or tennis courts until after the Leonard and Helen Johns Park Master Plan is complete.

Citizen feedback was received at various public input meetings, through an online survey, and at public hearings.

ALTERNATIVES: The Town Council can make changes to the proposed master plan by adding or deleting park elements/amenities.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2024.07.11 - Trotter Park Master Plan - Site Master Plan

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





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

DATE: July 15, 2024
FROM: Brennon Peltier, Park Development Manager
ITEM: **Presentation of the Community Activity Center Expansion and Renovation Study conducted by Barker Rinker Seacat Architecture.**

BACKGROUND: The Community Activity Center (CAC) was originally built in 2008 on the north end of the Gerault Park property. Since that time, recreation trends have continued to evolve and the Town's population has increased from approximately 65,000 in 2010 to just over 80,000 today. To prepare for a possible expansion of the CAC, the Town included a study on potential improvements and future needs at the CAC in the 2017 Parks & Recreation Master Plan Update. This study, performed by Barker Rinker Seacat Architecture (BRS Architecture) and PROS Consulting, included proposed renovations and additions based on community feedback as well as a proposed site plan for a future expansion.

On November 6th, 2023 Town Council approved a professional services agreement with Barker Rinker Seacat Architecture (BRS) to reexamine the findings from the 2017 study and test the plan recommendations against market changes in the local, regional, and national recreation/fitness/wellness trends to meet the Town's changing recreational needs. Since that time, BRS and Town staff have worked to gather public input from residents through in-person meetings and online surveys, as well as working directly with an Executive Steering Committee to determine the needs and wants for an upgraded Community Activity Center. Using this feedback, BRS has developed a preliminary design and programming concept as well as an updated business plan/pro forma to account for the upgrades. BRS will present these findings to Town Council with a written executive summary and report to be delivered later this summer. A timeline of project events is listed below.

- 11/6/2023 - Council approves Professional Services Agreement with BRS Architecture
- 12/14/2023 - Project kickoff meeting with Town Staff
- 01/30/2024 - Executive Steering Committee Workshop #1 and Public Meeting
- 01/30/2024 - Online survey opens
- 03/08/2024 - Tour of DFW Recreation Centers with BRS Architecture
- 03/20/2024 - Executive Steering Committee Workshop #2
- 05/02/2024 - Executive Steering Committee Workshop #3 and Parks Board Work Session with public comment
- 07/15/2024 - Town Council Update Presentation
- August 2024 - Final Report to be delivered

BOARD REVIEW/CITIZEN FEEDBACK: A public meeting was held on 1/30/2024 and a Work Session with the opportunity for public input was held during the Park Board Meeting on 5/02/2024. An online survey was administered as part of the study.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
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.4. REGULAR ITEM(S)

DATE: July 15, 2024

FROM: Poornima Kashyap, Planning Manager

ITEM: **Consider a request for a Site Plan (SP23-0014 – Silver Pagoda Addition) to develop a Religious assembly and a rectory, with a partial exception to Section 82-302, Compatibility buffer, of the Code of Ordinances. The property is generally located at the western terminus of Cherokee Path. (PZ recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.)**

BACKGROUND:

- Size – Approximately 5.143 acres
- Zoning – Single Family District-15 (SF-15)
- Proposed use – Religious assembly and rectory
- Building Size – 4,548 square feet
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered
- Exception – Partial exception to compatibility buffer for a distance of approximately 50 feet along the southern property line to allow an entrance drive into the property and approximately 25 feet along the eastern property line to allow a fire lane turn-around.
- Incentives - None requested
- [Planning and Zoning Commission Staff Report Link](#)

There were some concerns expressed to staff from the Creekside neighborhood to the north of the subject property as to how the new compatibility trees may impact their existing retaining wall. To address this concern, the applicant made adjustments to the proposed landscape plan to note that all trees must be planted at least 10 feet from adjacent property lines. The updated landscape plan is attached.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 24, 2024, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

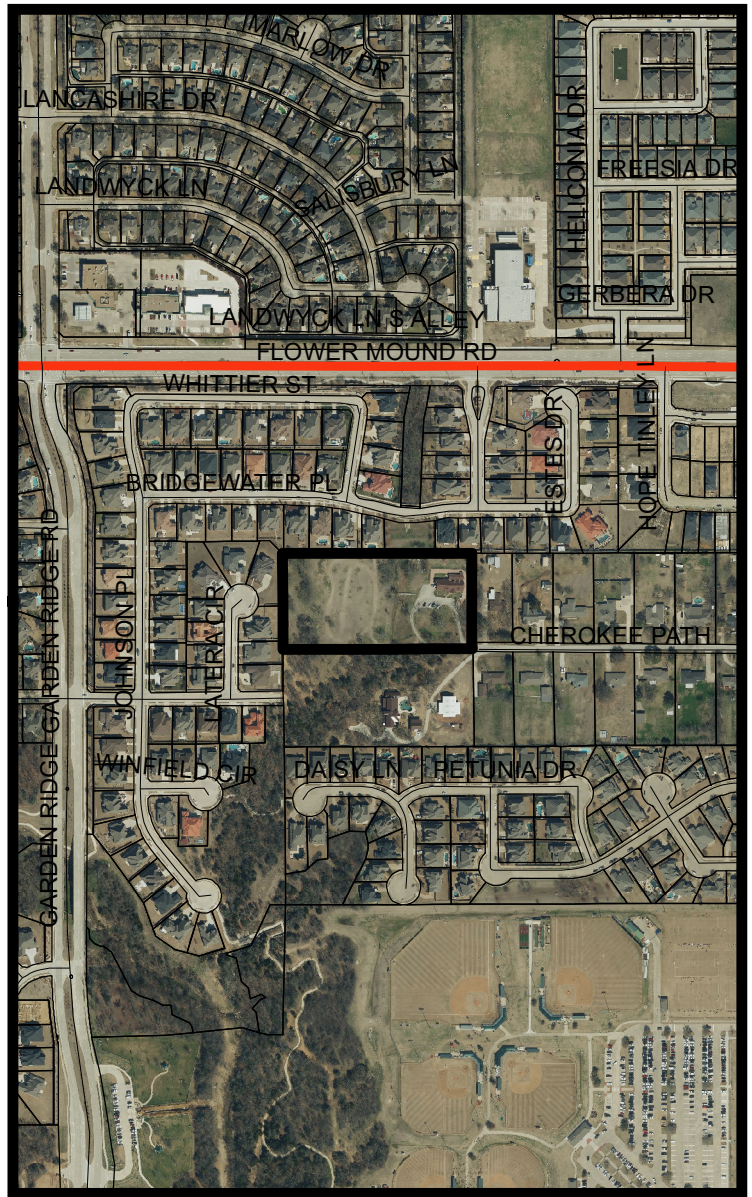
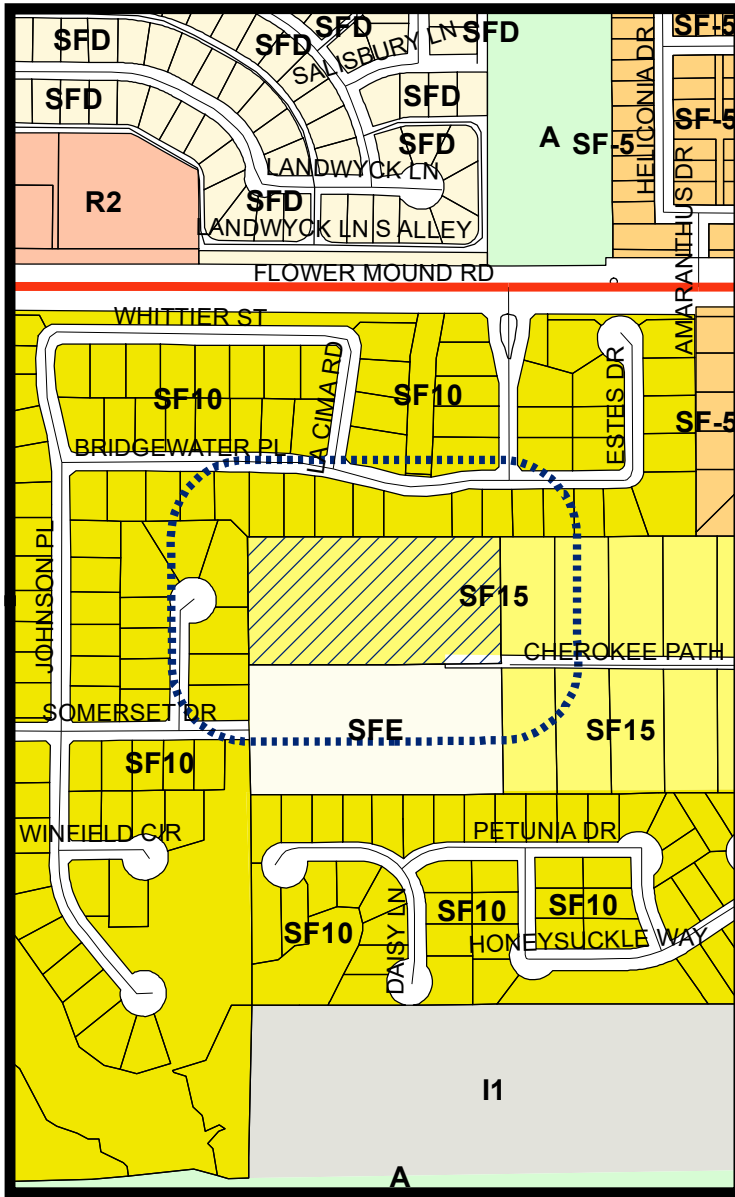
ATTACHMENTS:

1. Zoning & Aerial Map
2. Updated Landscape Plan

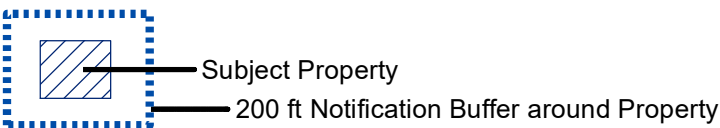
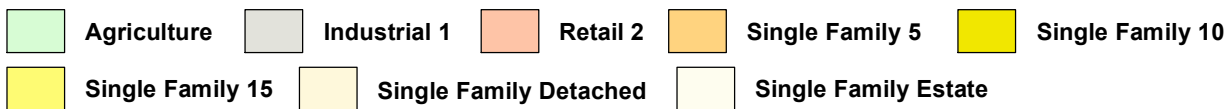
DRAFT MOTION: Move to approve as presented in the agenda caption.

Vicinity Map

SP23-0014: Silver Pagoda Addition

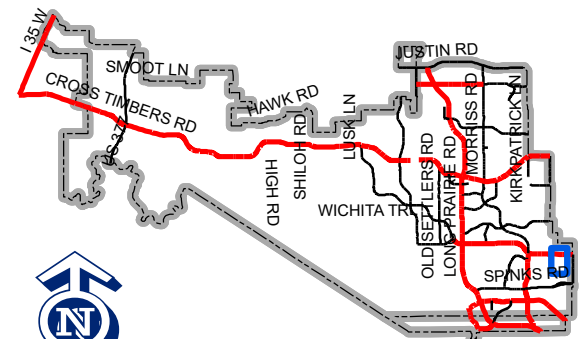


LEGEND

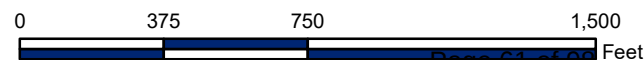


Visit www.fmdevmap.com to learn more about this project.

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



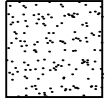
Map Location



PLANT SCHEDULE

SYM.	QUANT.	LABEL	BOTANICAL NAME/ COMMON NAME	MIN. CAL.	MIN. HEIGHT	MIN. SPREAD	CONTAINER/ ROOTBALL	SPACING	REMARKS
TREES									
	10	FT	FRAXINUS TEXENSIS/ TEXAS ASH	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	10	JVB	JUNIPERUS VIRGINIANA 'BRODIE' / BRODIE JUNIPER	3"	8'	3'	45 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL TO GROUND, MATCHED
	7	QMC	QUERCUS MACROCARPA/ BUR OAK	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	7	QMU	QUERCUS MUHLENBERGIA/ CHINQUAPIN OAK	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	12	QS	QUERCUS SHUMARDII / SHUMARD RED OAK	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	11	UC	ULMUS CRASSIFOLIA / CEDAR ELM	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	1	UC2	ULMUS CRASSIFOLIA / CEDAR ELM	4"	16'	7'	100 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	11	UP	ULMUS PARVIFOLIA / LACEBARK ELM	3"	14'	5'	65 GAL.	PER PLAN	SINGLE STRAIGHT TRUNK, FULL CANOPY
	8	CC	CERCIS CANADENSIS/ REDBUD	3"	6'	4'	45 GAL.	PER PLAN	MULTI-TRUNK, 3-5 CANES, FULL CANOPY, MATCHED

BEDDING PLANTS								
	38		CEPHALOTAXUS HARRINGTONIA 'PROSTRATA' / SPREADING PLUM YEW	24"	24"	5 GAL.	36" O.C.	FULL-ROOTED POTS, VIGOROUS GROWTH AT TIME OF PLANTING
	123		LEUCOPHYLLUM FRUTESCENS 'SILVERADO' / SILVERADO SAGE	24"	24"	5 GAL.	36" O.C.	FULL-ROOTED POTS, VIGOROUS GROWTH AT TIME OF PLANTING
	680		NASELLA TENUISSIMA/ MEXICAN FEATHER GRASS	12"	6"	1 GAL.	18" O.C.	FULL-ROOTED POTS, VIGOROUS GROWTH AT TIME OF PLANTING
	123		SALVIA GREGGII / AUTUMN SAGE	1'-0"	1'-0"	1 GAL.	30" O.C.	FULL-ROOTED POTS, VIGOROUS GROWTH AT TIME OF PLANTING



CYNADON DACTYLON/
COMMON BERMUDAGRASS

SOLID SOD AS DESIGNATED ON PLANS

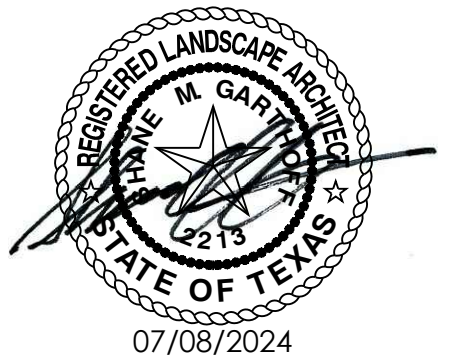
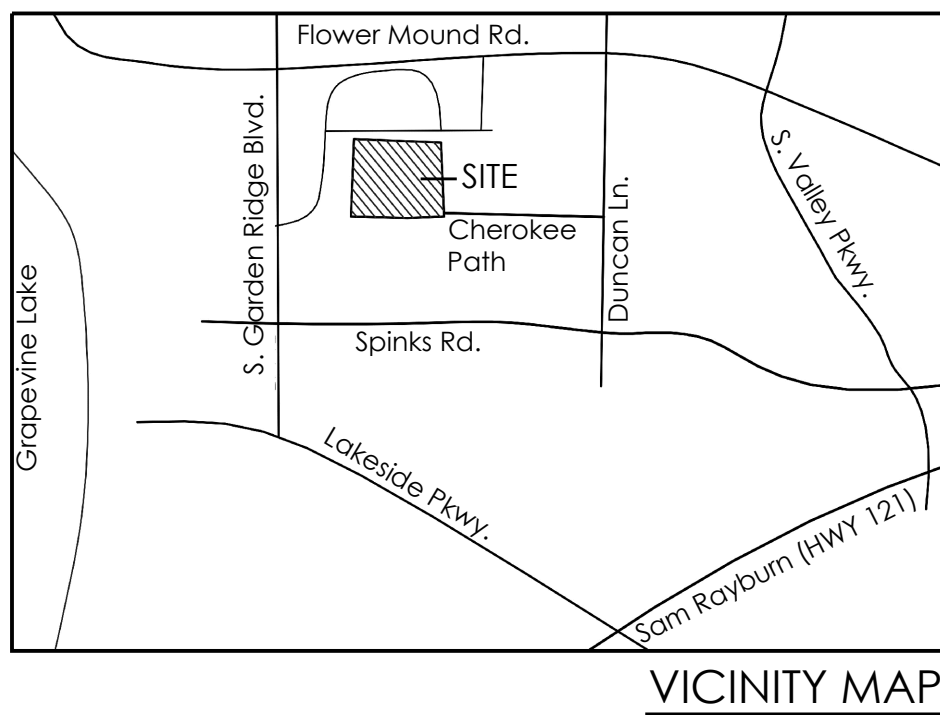
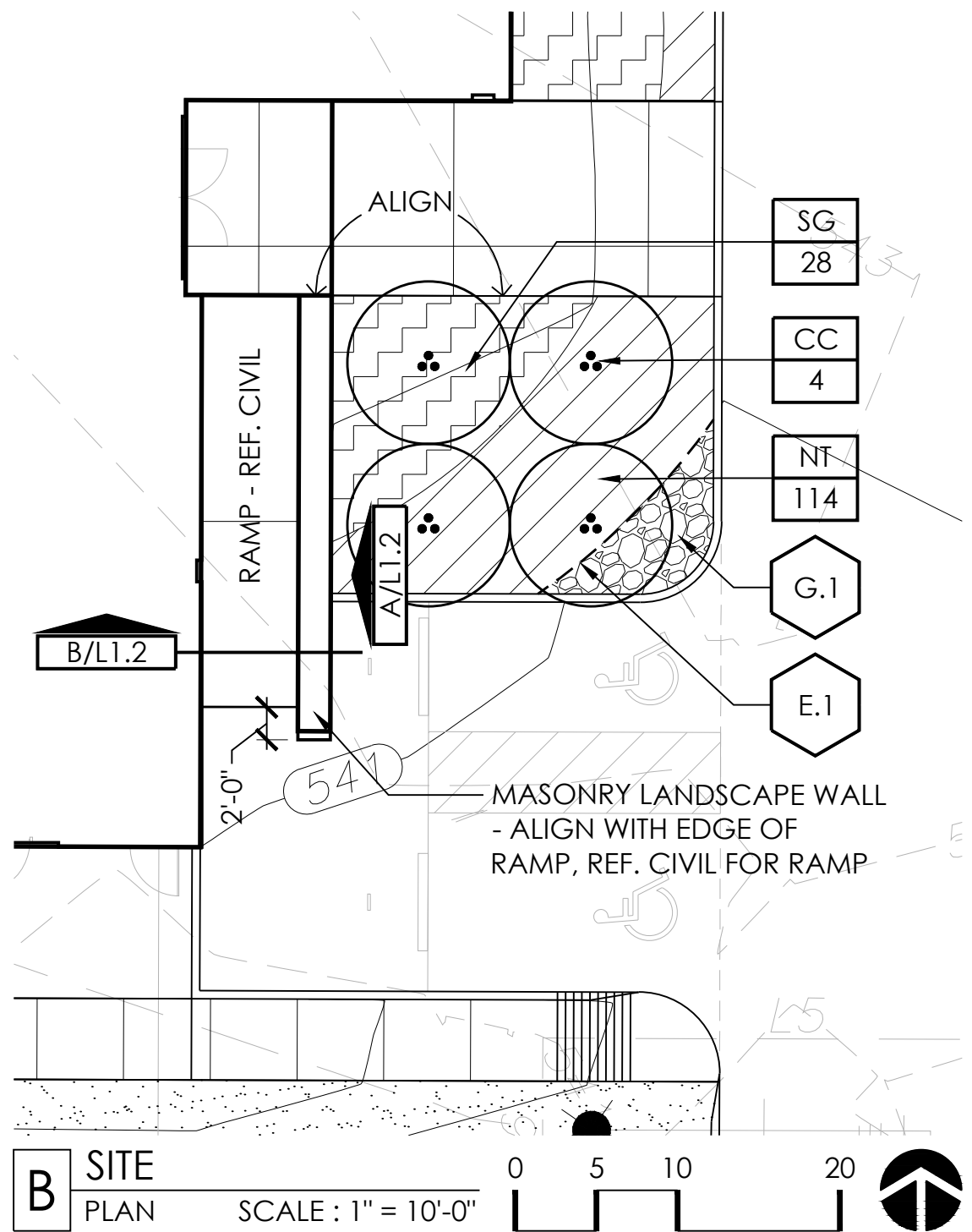
GENERAL NOTES:

- CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO COMPLETE SCOPE OF WORK AS INDICATED IN DOCUMENTS.
- ALL WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, AND SHALL COMPLY WITH PREVAILING ACCESSIBILITY REQUIREMENTS. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY PORTION OF DOCUMENTS WHICH CONFLICT WITH REGULATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, APPROVALS AND INSPECTIONS RELATED TO SCOPE OF WORK.
- CONTRACTOR IS RESPONSIBLE FOR NOTIFYING OWNER'S REPRESENTATIVE OF REQUESTED SITE VISITS OR INSPECTIONS SEVEN (7) DAYS IN ADVANCE OF WORK.
- DRAWINGS ARE BASED ON SURVEY DATA AND DESIGN DRAWINGS PROVIDED BY OTHERS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING CONDITIONS AND SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN DOCUMENTS AND ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION.
- DO NOT PROCEED WITH ANY PORTION OF WORK AS INDICATED IN DOCUMENTS IF OBSTRUCTIONS, DISCREPANCIES OR UNKNOWN CONDITIONS ARE ENCOUNTERED. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER DISCIPLINES AND TRADES.
- LIMITS OF WORK INDICATED ON DRAWINGS, IF ANY, ARE GENERAL IN NATURE AND ARE INTENDED TO DEFINE THE GENERAL VICINITY IN WHICH THE SCOPE OF WORK EXISTS. ACTUAL LIMITS OF WORK SHALL INCLUDE ALL AREAS NECESSARY TO COMPLETE SCOPE OF DESIGN INTENT.
- REFERENCE TO "OWNER'S REPRESENTATIVE" IS MADE IN THESE DOCUMENTS, AND REFERS TO THE PROJECT OWNER OR DESIGNATED REPRESENTATIVE. IN ADDITION TO THE OWNER'S REPRESENTATIVE, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR DESIGN CLARIFICATIONS OR ADDITIONAL INFORMATION RELATED TO SCOPE OF WORK.
- UNLESS OTHERWISE NOTED, ALL EXISTING TREES SHALL BE PROTECTED. DO NOT PARK, DRIVE, OPERATE MACHINERY OR STORE MATERIALS WITHIN THE DRIPLINE OF EXISTING TREES.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOSTRANSPIRATION (ET) WEATHER BASED CONTROLLERS. SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

LANDSCAPE MATERIALS

SYM.	DESCRIPTION	COLOR	FINISH	REMARKS
E.1	4" X 3/16" STEEL EDGE	GRAY/METALLIC	GALVANIZED	COL-MET (972) 494-3900
G.1	2-4" COLORADO RIVER ROCK	NATURAL GRAY	STANDARD	AS DISTRIBUTED BY CUSTOM STONE SUPPLY (972) 243-1144 INSTALL 6" DEPTH WITH FILTER FABRIC
G.2	DECOMPOSED GRANITE, STABILIZED	NATURAL, PINK/BROWN	STANDARD	INSTALL IN 1" COMPACTED LIFTS W/ STABILIZER FROM STABILIZER SOLUTIONS PHONE: 602.225.5900

PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
45 SF PER 12 SPACES (CHURCHES AND/OR SCHOOLS)	10	45 SF	1467 SF
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 20 PARKING SPACES (CHURCHES AND/OR SCHOOLS)	10	1 TREE	3 TREES
ALL PARKING SPACES ARE LOCATED WITHIN 100 FT. OF A TREE (CHURCHES AND/OR SCHOOLS)			
COMPATIBILITY BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
25' ADJ. TO RESIDENTIAL (CHURCHES)	25 FT.	25 FT.	
COMPATIBILITY BUFFER TREES			
STANDARD	TOTAL BUFFER AREA (SQUARE FEET)	REQUIRED	PROVIDED
1 PER 500 SF (CHURCHES)	47,500 SF	95 TREES	95 TREES (65 NEW, 30 EXISTING)



206 CHEROKEE PATH
CAMBODIAN BUDDHIST SOCIETY OF NORTH TEXAS
FLOWER MOUND, TX 75028

ISSUE:

10/09/2023 | BUILDING PERMIT

REVISIONS:

02/08/24	CITY COMMENTS
03/20/24	CITY COMMENTS
05/17/24	CITY COMMENTS
06/18/24	CITY COMMENTS
07/08/24	CITY COMMENTS

LANDSCAPE
PLAN



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

DATE: July 15, 2024
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP24-0005) for three (3) specimen trees on property proposed for development as St. Philip the Apostle Catholic Church for the proposed development Phases II and III. The property is generally located south of Cross Timbers Road, west of Flower Mound Road, and east of Scenic Drive. (The Environmental Conservation Commission recommended approval of two (2) trees (#7158 and #7159) and denial of one (1) tree (#4726) by a vote of 5 - 0 at its July 2, 2024, meeting.)**

BACKGROUND: St. Philip the Apostle Catholic Church is generally located south of Cross Timbers Road, west of Flower Mound Road, and east of Scenic Drive. The site is approximately 39 acres in size. According to the tree survey for the project, the site contains fifty-nine (59) specimen trees. The applicant is requesting to remove three (3) specimen trees from the site to build phases two and three of the church's expansion. The specimen trees proposed for removal are in good condition and are located within the proposed buildable area.

The Town's tree ordinance requires that specimen trees removed from the site be replaced at a rate of two times their caliper inches. Based on their size, 154" of replacement trees, equaling 52 three-inch caliper trees, is the required mitigation for the removal of three (3) specimen trees on this site. In addition, eight (8) protected trees removed from the buildable area would require replacement at a tree-for-tree rate. However, the developer is proposing to preserve a significant number of existing protected trees and specimen trees, so no mitigation would be required.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its July 2, 2024, meeting. The ECC recommended approval of the requested permit to remove two (2) trees, #7158 and #7159, and denial of the requested permit to remove one (1) tree, #4726. The ECC meeting can be viewed at <https://flowermoundtx.new.swagit.com/videos/309479>.

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. Tree Removal Permit Application
3. Photos Specimen Trees
4. Tree Survey

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

April 18, 2024

Mr. Joe Whiteley
Town of Flower Mound
Environmental Services
1001 Cross Timbers Road
Flower Mound, TX 75028

Re: St. Philip, Phases 2 and 3
Tree Removal Permit

Mr. Whiteley,

As required, we are submitting this document explaining the reasons for tree removal of three (3) specimen trees in conjunction with the development of St. Philip Phases 2 and 3 campus expansions.

Tree 4726: Tree is proposed to be removed due to location within a driveway.

Tree 7158: Tree is proposed to be removed due to its location within the Parish Life building footprint.

Tree 7159: Tree is proposed to be removed due to its location within the Parish Life building footprint.

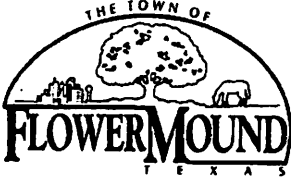
If you should have any questions, please do not hesitate to contact me.

Sincerely,



4/18/24

Greg Cuppett, ASLA, PLA
Fain Cuppett Landscape Architects, LLC
1921 Maplewood Dr
Weatherford, TX 76087



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 EOC hearing.

1. Applicant- Note: Must be an ISA certified arborist, certified forester, or a registered landscape architect.

Name: Gregory Cuppett
Fair Cuppett Landscape Architects

Address: 1921 Maplewood Dr
Weatherford TX 76087

Phone: 682-215-9151

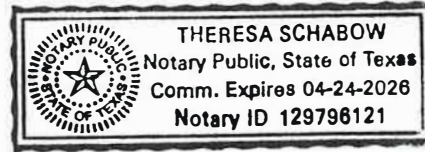
Applicant's Legal Interest in the Property:
Consultant

2. Property Owner(s)

Name(s): Michael F. Olson, S.T.D., Bishop of the Catholic Diocese of Fort Worth
Address: 800 West Loop 820 South, Fort Worth, Texas 76108-2919

3. Location and Legal Description of Property:

St. Philip the Apostle Catholic Church Addition, Block A, Lot 1

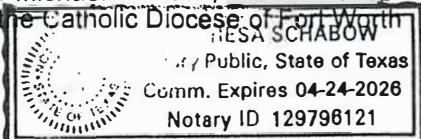


4. Owner's Authorization of Representation

Stephen M. Becht, Attorney-In-Fact
for Michael F. Olson, S.T.D., Bishop
I, of the Catholic Diocese of Fort Worth, the owner of the above described real
property, do hereby authorize Fain Cuppett Landscape Architects 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.

Stephen M. Becht

Stephen M. Becht, Attorney-In-Fact
for Michael F. Olson, S.T.D., Bishop
of the Catholic Diocese of Fort Worth



Michael F. Olson, S.T.D.

Signature of Owner

Given Under My Hand and Seal of Office
This the 16th Day of April, 2024

Theresa Schabow
Notary Public
In and For Tarrant County, Texas.

5. Applicant's 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

Gregory Allen Cuppett, 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.

Gregory Allen Cuppett

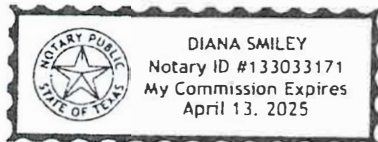
Signature of Applicant

Landscape Architect License No. 2672

State of Licensure Texas

Or ISA Certified Arborist No. NA

Or Certified Forester No. NA



Given Under My Hand and Seal of Office
This the 12th Day of April, 2024

Diana Smiley
Notary Public
In and For Parker County, Texas

6. Received by Town of Flower Mound on (Date) 4/18/2024 by
(initials) JW

7. REQUIRED SUBMITTALS CHECKLIST

- a. A \$250 Administrative fee per Specimen or Historic Tree proposed for removal, not to exceed a total of \$1,000 per permit application.
- b. A \$200 fee is required for each Tree Removal Request sign that is made by the Town. The sign(s) must be placed on the property 15 days prior to the ECC hearing that the item is scheduled for on the agenda. Signs shall be placed perpendicular to the street and clearly visible. There shall be one sign for each 500ft of street frontage.
- c. One (1) electronic copy of this application signed and notarized.
- d. One (1) electronic copy of the site plan, development plan, or concept plan or landscape plan where applicable.
- e. One (1) electronic copy of the Tree Survey drawn to the largest practical scale and indicating the items as required by the Town's Tree Ordinance.
- f. One (1) electronic copy of photograph(s) or other evidence indicating that (a) sign(s) has/have been placed on the lot or tract as required by Chapter 94 of the Town's code of ordinances. Photograph(s) shall be taken from the street(s).
- g. One (1) electronic copy of a photograph for each tree requiring a tree removal permit, which is proposed for removal.
- h. One (1) electronic copy of a written document fully explaining the reasons for removal of the Protected, Specimen or Historic tree (LOI).

St. Philip Church, Phase 2 and 3 Specimen Trees Proposed to be Removed

Tree 4726 – 26" Post Oak



Tree 7158 – 27” Post Oak



Tree 7159 – 24” Post Oak



4/18/24

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MATCHLINE A

MATCHLINE B

Date JUN 25, 2024
Drawn By GAC
Checked By GAC
Revisions

FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
1921 MAPLEWOOD DRIVE
WEATHERFORD, TX 76087 882-215-9151

FAIN AND OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE • IRRIGATION DESIGN



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CUPPETT, LICENSED LANDSCAPE ARCHITECT, STATE OF TEXAS, NO. 002524. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO THE USE OF OR DEPENDENCE ON THIS ELECTRONIC DRAWING FILE. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

ST PHILLIP'S PHASE 2
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

Sheet No.
T-1

MATCHLINE C

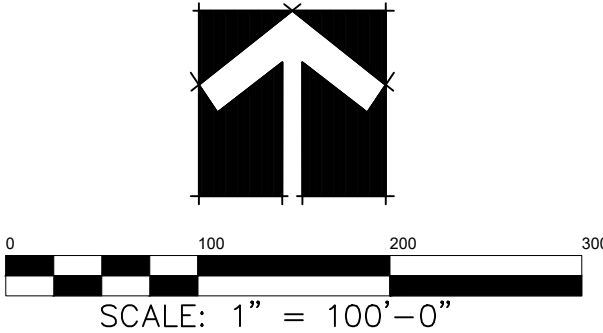
MATCHLINE A

MATCHLINE B

Tree Survey

Tree Number	Caliper	Common Name	Botanical Name	Condition	Classification	Tree Credits	Mitigation Trees	Comments
4700	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4701	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4702	17	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4703	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4705	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4706	19	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4707	23	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4710	17	Post Oak	Quercus stellata	Good	Protected		1	Remove
4712	21	Post Oak	Quercus stellata	Good	Protected		1	Remove
4715	21	Post Oak	Quercus stellata	Good	Protected		1	Remove
4717	20	Post Oak	Quercus stellata	Good	Protected		1	Remove
4718	28	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4720	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4721	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4722	23	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4725	34	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4726	26	Post Oak	Quercus stellata	Good	Specimen		18	Remove
4727	23	Post Oak	Quercus stellata	Good	Specimen	4		Preserved
4729	23	Post Oak	Quercus stellata	Good	Specimen	4		Preserved
4730	20	Post Oak	Quercus stellata	Good	Protected		1	Remove
4731	21	Post Oak	Quercus stellata	Good	Protected		1	Remove
4733	16	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4734	15	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4736	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4738	25	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4742	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4743	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4744	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4745	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4746	22	Post Oak	Quercus stellata	Good	Specimen	4		Preserved
4747	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4748	28	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4749	11	Post Oak	Quercus stellata	Good	Protected	2		Preserved
4752	23	Post Oak	Quercus stellata	Good	Specimen	4		Preserved
4753	17	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4755	21	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4756	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4761	17	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4762	17	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4763	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
4764	16	Post Oak	Quercus stellata	Good	Protected	4		Preserved
4765	21	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7103	24	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7104	14	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7105	24	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7106	36	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7108	16	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7109	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7110	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7111	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7113	24	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7114	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7115	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7116	28	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7117	32	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7118	36	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7119	36	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7120	42	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7121	18	Bois D Arc	Maclura pomifera	Good	Unprotected			Preserved
7122	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7123	21	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7124	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7125	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7126	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7127	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7128	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7129	32	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7130	28	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7131	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7132	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7133	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7134	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7136	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7137	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7138	14	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7139	34	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7140	28	Cedar Elm	Ulmus Crassifolia	Good	Specimen	5		Preserved
7141	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7142	10	Cedar Elm	Ulmus Crassifolia	Good	Protected	1		Preserved
7143	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7144	28	Post Oak	Quercus stellata	Poor	Specimen	6		Preserve-Poor
7145	28	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7146	40	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7147	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7148	20	Post Oak	Quercus stellata	Poor	Protected	0		Remove-Poor
7149	30	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7150	24	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7151	34	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7152	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7153	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7154	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7155	26	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7156	22	Pecan	Carya Illinoensis	Good	Protected	4		Preserved
7158	27	Post Oak	Quercus stellata	Good	Specimen		18	Remove
7159	24	Post Oak	Quercus stellata	Good	Specimen		16	Remove
7160	21	Post Oak	Quercus stellata	Good	protected		1	Remove
7161	20	Post Oak	Quercus stellata	Good	Protected		1	Remove
7162	22	Post Oak	Quercus stellata	Good	Specimen	6		Preserved
7163	20	Post Oak	Quercus stellata	Good	Protected	4		Preserved
7164	18	Post Oak	Quercus stellata	Good	Protected	4		Preserved

MITIGATION:
446 TREE CREDITS
60 TREE DEBITS
NO MITIGATION REQUIRED



SHEET LEGEND

Date JUN 25, 2024
Drawn By GAC
Checked By GAC
Revisions

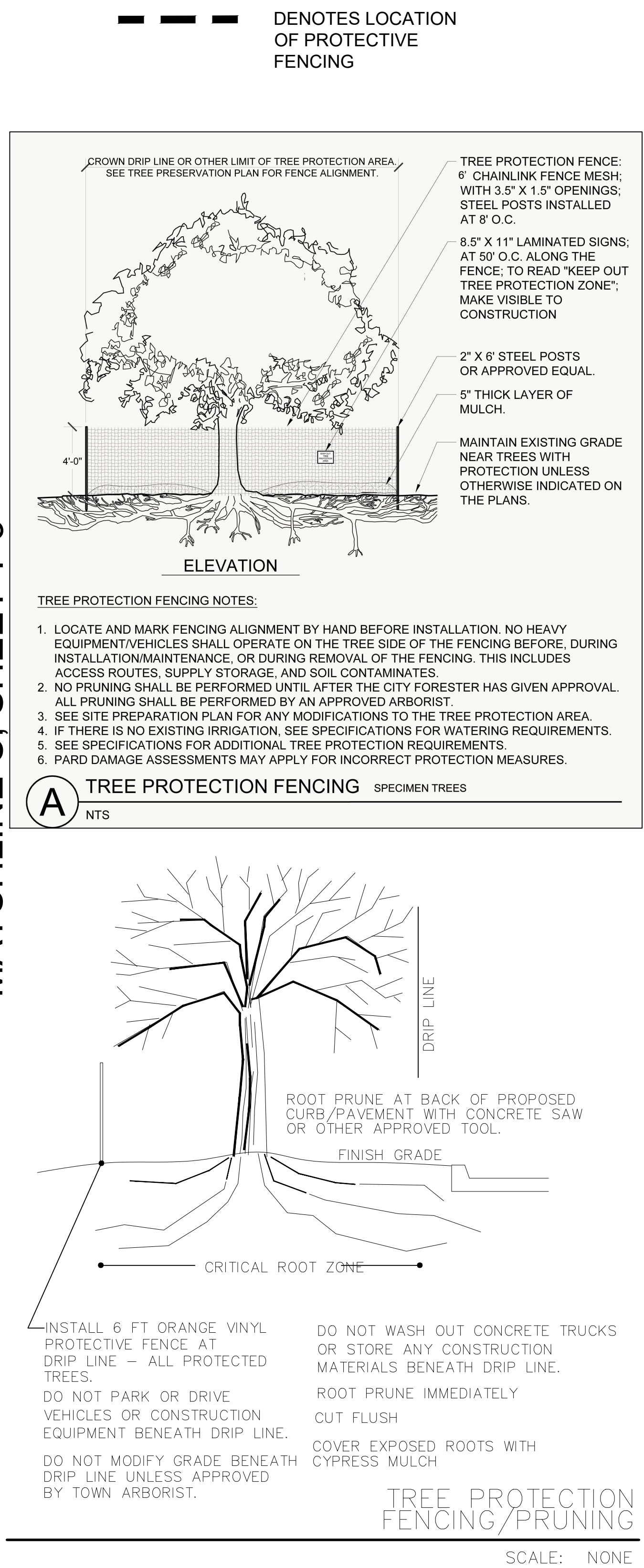
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ST. PHILLIP'S PHASE 2
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

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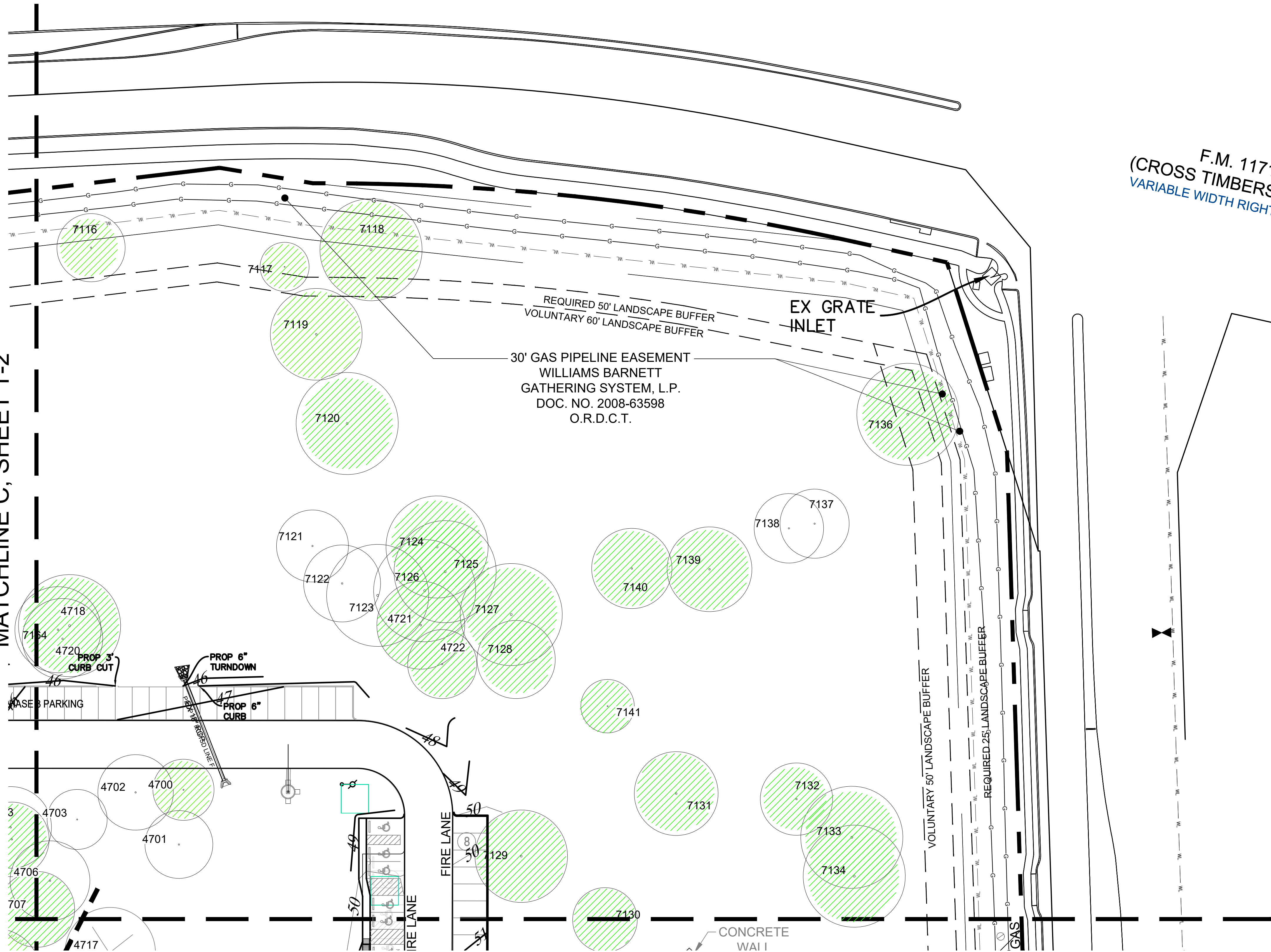
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FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

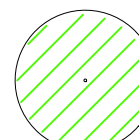
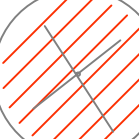
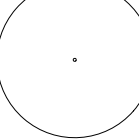
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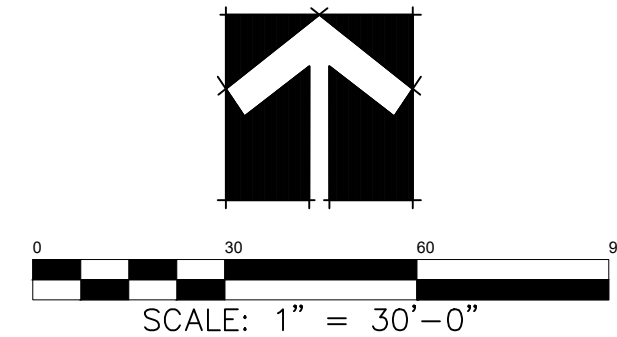


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MATCHLINE C, SHEET T-2



-  SPECIMEN TREE TO PRESERVE
-  SPECIMEN TREE TO REMOVE
-  PROTECTED TREE TO PRESERVE
-  PROTECTED TREE TO PRESERVE
-  DENOTES LOCATION OF PROTECTIVE FENCING



TREE SURVEY

Date JUN 25, 2024
Drawn By GAC
Checked By GAC
Revisions

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1921 MAPLEWOOD DRIVE
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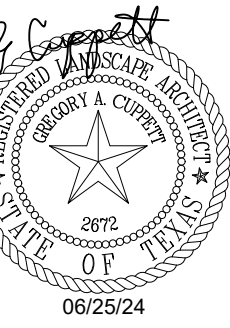


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ST PHILLIP'S PHASE 2
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

Sheet No.

T-3

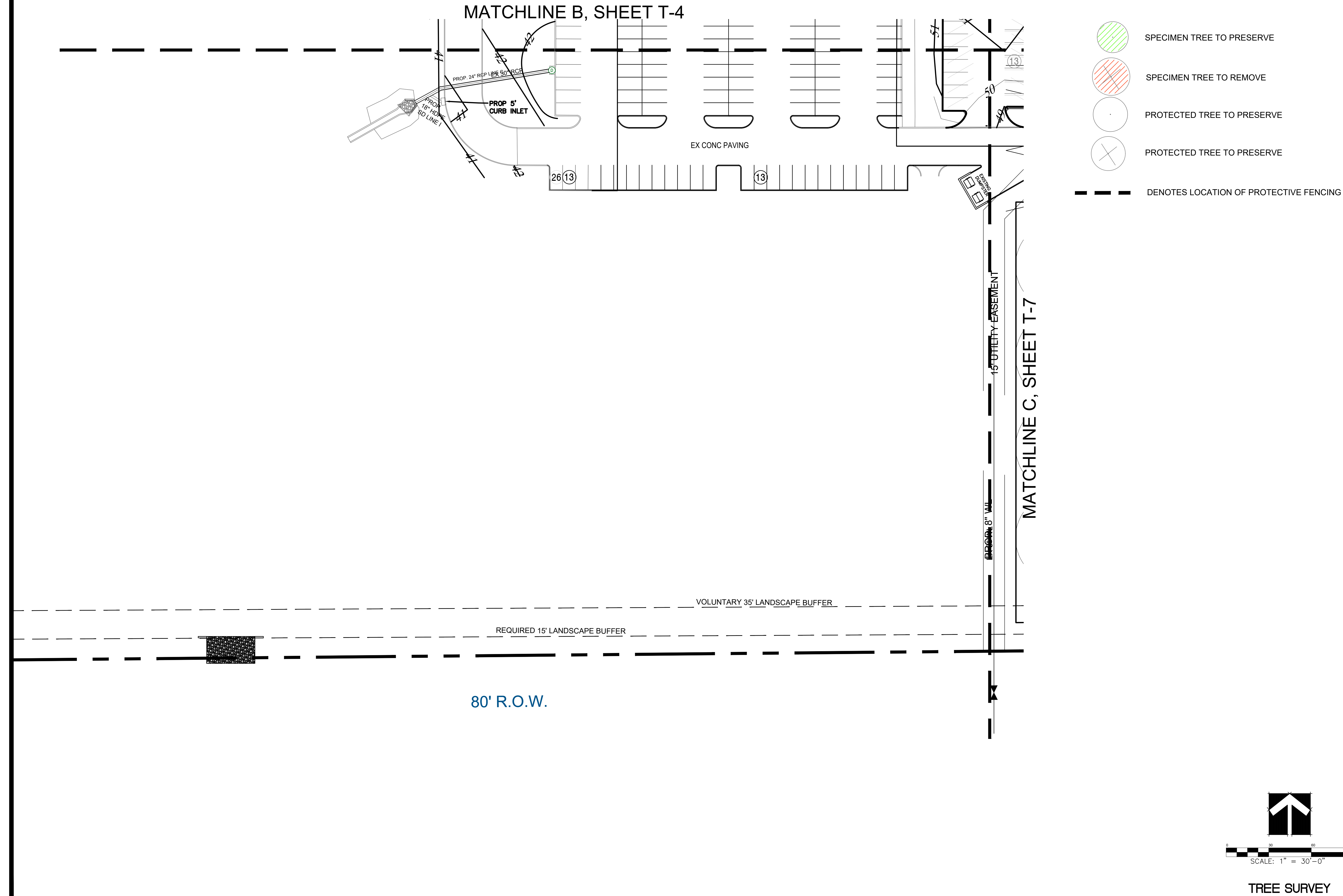


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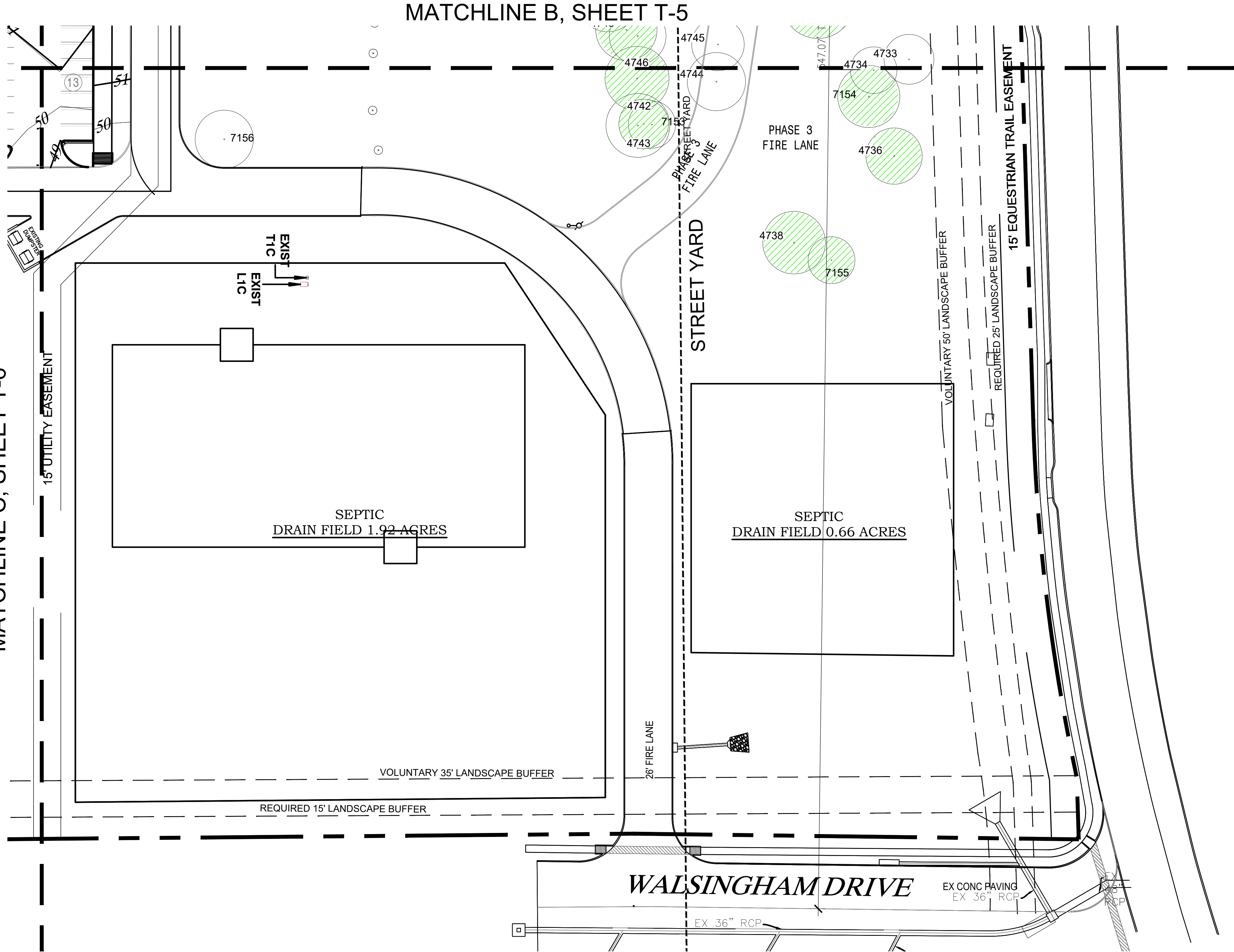
ST PHILLIP'S PHASE 2
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

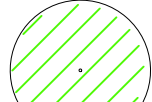
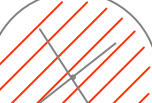
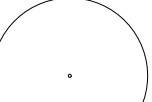
Sheet No.

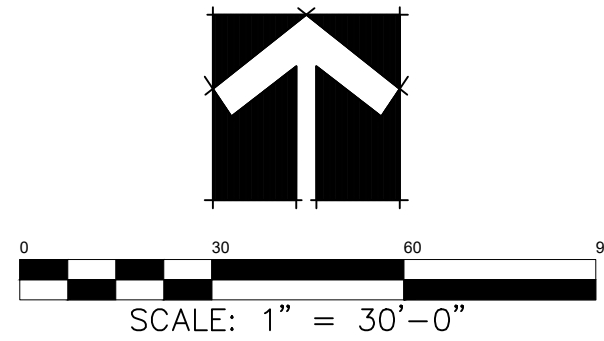
T-6



MATCHLINE C, SHEET T-6



-  SPECIMEN TREE TO PRESERVE
-  SPECIMEN TREE TO REMOVE
-  PROTECTED TREE TO PRESERVE
-  PROTECTED TREE TO PRESERVE
-  DENOTES LOCATION OF PROTECTIVE FENCING



SHEET LEGEND

Date JUN 25, 2024
Drawn By GAC
Checked By GAC
Revisions

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ST PHILLIP'S PHASE 2
FLOWER MOUND ROAD
FLOWER MOUND, TEXAS

Sheet No.

T-7



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

DATE: July 15, 2024
FROM: John Chapman, Principal Planner
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR24-0002 – Signs and Definitions Update) by amending Chapter 74 “General Provisions,” Chapter 82 “Development Standards,” and Chapter 86 “Signs,” related to updated sign standards, processes, illustrations, and definitions. (PZ recommended approval by a vote of 6 to 0 at its July 8, 2024, meeting.)**

BACKGROUND:

I. ITEM SUMMARY

This Town-initiated item is proposed to amend the Town’s Land Development Regulations by updating language related to sign standards, processes, illustrations, and definitions for the purpose of clarifying and updating certain sections to reflect current planning and permitting practices, and State laws. The focus of this update includes the following topics:

- Updating and creating certain general definitions;
- Updating certain sign definitions;
- Creating illustrations for certain types of signs;
- Clarifying sign standards for awnings and canopies;
- Clarifying expiration periods for advertising sale sign permits;
- Clarifying renewal requirements for nonresidential real estate signs; and
- Clarifying application process for residential subdivision wall signs.

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

II. PREVIOUS DISCUSSION

Town Council discussed sign regulations during a work session at their [January 18, 2024](#), meeting.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its July 8, 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. DRAFT 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 CHAPTER 74, "GENERAL PROVISIONS," CHAPTER 82, "DEVELOPMENT STANDARDS," AND CHAPTER 86, "SIGNS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY AMENDING SIGN STANDARDS, PROCESSES, ILLUSTRATIONS, AND DEFINITIONS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN ACCORDANCE WITH THE TOWN CHARTER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town (the "Town Council") previously adopted Chapter 74, "General Provisions," Chapter 82, "Development Standards," and Chapter 86, "Signs," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas; and,

WHEREAS, the Town Council finds and determines that it is necessary to amend certain sign standards, processes, definitions, and illustrations for clarification purposes, to reflect current permitting and planning practices, and to comply with State law; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on July 8, 2024, and the Town Council held a public hearing on July 15, 2024, with respect to the amendments described herein; and,

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

WHEREAS, the Town Council finds that the amendments as outlined herein are 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

Chapter 74, "General Provisions," of the Code of Ordinances, Town of Flower

Mound, Texas, is hereby amended by amending Section 74-3, "Definitions," by amending and adding several definitions, to be inserted alphabetically, to match state law definitions and permitting practices; to remove certain definitions indicated in strike-through formatting; and to include illustration references to read as follows:

"Sec. 74-3. - Definitions.

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

Community home, also known as a group home, means a facility providing 24-hour care in a protected living arrangement for not more than six residents with certain physical or mental impairments and not more than two supervisory personnel. This classification is limited to homes for the care of persons suffering from orthopedic, visual, speech or hearing impairments, Alzheimer's disease, pre-senile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, an intellectual disability, autism or mental illness. Such establishments must meet all state laws pertaining to location, qualification, and licensing.

District, nonresidential, means one of the following zoning districts: O, R-1, R-2, C-1, C-2, CC, CI, I-1, I-2, WR, REC, or any portion of a PD district devoted to nonresidential use.

Family means any number of individuals living together as a single housekeeping unit. A facility meeting the definition of community home shall be considered a family when located in a single-family detached dwelling.

~~*Group home* means a facility providing 24-hour care in a protected living arrangement for not more than six residents with certain physical or mental impairments and not more than two supervisory personnel. This classification is limited to homes for the care of persons suffering from orthopedic, visual, speech or hearing impairments, Alzheimer's disease, pre-senile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, autism or emotional illness.~~

Height means the vertical distance 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's surface if a flat surface, to the deckline of mansard roofs or to the mean height level between eaves and ridge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten feet in height. If the street grade has not been officially established, the

average front yard shall be used for a base level. Except as otherwise specified in subpart B of this Code, the height of a structure other than a building is the vertical distance from the average grade at the base of the structure to the highest point of the structure. See section 98-1020(f) for illustration.

Lot area means the net area of the lot, excluding all portions of streets and alleys. See illustration 98-1020(c).

Lot, corner, means a lot adjoining the intersection of two or more streets. See illustration 98-1020(h).

Lot, interior, means any lot other than a corner or through lot. See illustration 98-1020(h).

Lot, key, means a corner lot abutting two or more noncorner (interior or through) lots. See illustration 98-1020(h).

Lot line, front, means any lot line adjacent to a street and adjacent to a required front yard. See illustration 98-1020(a).

Lot line, rear, means any lot line opposite a front lot line and not adjacent to a required front yard. See illustration 98-1020(a).

Lot line, side, means any lot line not designated as a front or rear lot line. See illustration 98-1020(a).

Lot, through, means a lot, other than a corner lot, having frontage on two parallel or approximately parallel streets. See 98-1020(h).

Lot width means the distance between the side lot lines measured along the required front yard setback line. In the case of a lot having more than one required front yard, the lot width shall be measured along the building line associated with the shortest front lot line. See illustration 98-1020(d).

Nadir means the point of the celestial sphere directly opposite to the zenith and directly below the observer. See illustration 98-1102(a).

Penthouse means an enclosed, unoccupied, rooftop structure used for the sheltering of mechanical and electrical equipment, tanks, elevators and related machinery, stairways, and vertical shaft openings.

Recessed luminaire means a luminaire that is mounted above the canopy or soffit with the opening of the luminaire level with the surface. See illustration 98-1102(d).

Roof, mansard, means any roof that has an angle greater than 45 degrees, derives its support from the building wall, is attached to a low slope roof, and extends along the full length of the front facade or at least three-quarters of the length of a side building wall. See illustration 98-1020(f).

~~*Sign* means any letter, figure, character, mark, plane, design poster, pictorial, picture, stroke, stripe, line, trademark or reading matter of illuminated or nonilluminated surface that shall be so constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever, that is displayed in any manner whatsoever out of doors.~~

~~*Sign, agricultural*, means an accessory sign identifying the farm or ranch on which it is placed and advertising the produce, crops, animals or poultry raised or quartered thereon.~~

~~*Sign area (effective area)* means the area enclosed by drawing a rectangle around the outermost extremities of the sign or its letters, insignias, logos, etc., if the same is placed on a wall. The area of a ground sign shall include the sign base and sign cabinet.~~

~~*Sign, awning or canopy*, means any sign that is part of or attached to an awning or canopy or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area.~~

~~*Sign, ball field*, means any temporary or permanent sign placed inside ball field fencing which is intended for advertising to raise funds for recreation programs.~~

~~*Sign, blinking or flashing*, means a repetitious or intermittent illumination of a sign face, message or conveyed information.~~

~~*Sign, building identification*, means a sign used to identify the name of a building or development, with placement being on the primary building wall and/or a ground sign.~~

~~*Sign cabinet* means the actual enclosure of a sign and its internal parts. A sign cabinet shall include the sign faces and the external limits of the sign face frame including its width, height and thickness.~~

~~Sign face~~ means the actual surface upon which the message of a sign is displayed. In the case of wall signs, the area contained within the outermost limits of the letters, logos, numbers, insignias, etc. shall be considered the sign face.

~~Sign, ground~~, means a sign characterized by construction of stone, concrete, metal or brick, etc. set on a monument, ground-mounted base.

~~Sign, height~~, means the vertical distance measured from the adjacent street curb level or the mean street grade elevation if no curb exists, to the highest point of the sign.

~~Sign, off-premises~~, means any sign identifying or directing attention to a business, profession, activity, commodity, service or entertainment other than one conducted, sold or offered for sale upon the site where such sign is located.

~~Sign, on-premises~~, means any sign located on the same site to which location, facility or place of business the sign refers.

~~Sign, permanent~~, means a sign so constructed as to be a lasting and enduring condition and in a permanent manner affixed to the, ground, wall or building, excluding such signs for which a specific time limit has been designated for the removal of such sign.

~~Sign support~~ means the mechanism, device or structure that upholds the sign cabinet and/or face.

~~Sign, pole~~, means a sign mounted on vertical pole supports.

~~Sign, temporary~~, means any sign that does not meet the definition of Sign, permanent.

~~Sign, wall~~, means a sign attached to a building, wall or principal facade.

~~Sign, window~~, means a sign painted, etched or formed into a window, door or other translucent opening of a facade.

~~Specific plan areas~~ means detailed land use and development controls for the areas generally located along FM 1171 from Morriss Road to Old Settlers Road and along FM 2499 from FM 1171 to FM 3040 and set forth in the town's comprehensive master plan, as may be amended.

~~Use, nonresidential~~, means any building or structure built and designed for purposes other than permanent housing or shelter including the following:

- (5) *Institutional*. A school, religious assembly, hospital or similar public or quasi-public institution.

Yard, front, means a yard adjacent to the street line and extending from the lot line a uniform distance into the lot. If a lot has frontage on more than one street, the location of the required front yard shall be determined according to section 98-1026 of this Code, minimum front yard setback. See illustration 98-1020(i).

Yard, rear, means a yard adjacent to a rear lot line and extending from the lot line a uniform distance into the lot. See illustration 98-1020(i).

Yard, side, means a yard adjacent to a side lot line and extending from the lot line a uniform distance into the lot, unless otherwise provided. See illustration 98-1020(i).

*** ”

SECTION 2

Subsection (4) of Section 82-33, “Subdivision site plan application requirements,” of Article II, “Site Plans,” of Chapter 82, “Development Standards,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-33. - Subdivision site plan application requirements.

Each subdivision site plan package must include, but shall not be limited to, the following, as outlined in the subdivision site plan application packet prepared by the town, and must also include any additional materials required by the town manager:

- (4) *Supporting documents and materials*. The following must be submitted with any new subdivision site plan application, or for significant changes to an existing subdivision:

- j. *For residential development, identify the location and size of subdivision entrance signs on the subdivision landscape plan, to scale. In addition, sign elevations and materials must be provided as a separate sheet.”*

SECTION 3

Subsection (a) of Section 82-340, “Residential subdivision entry and signage,” of Division 6, “Residential Entrances,” of Article V, “Landscaping and Screening,” of Chapter 82, “Development Standards,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

“Sec. 82-340. - Residential subdivision entry and signage.

- (a) *Signage.* Residential subdivision entries and signage shall be shown on a subdivision site plan and comply with all applicable sign regulations contained in chapter 86 of this Code.
- (1) *Maximum height.* Monument signs and sign faces affixed to subdivision perimeter fencing shall not exceed six feet.
 - (2) *Maximum sign face.* Shall not exceed 60 square feet.
 - (3) *Clear visibility.* Height of subdivision signage and monuments must comply with section 82-161.
 - (4) *Exceptions.* An exception to these requirements shall comply with the following:
 - (i) *New subdivisions.* Shall be requested as part of the subdivision site plan application.
 - (ii) *Existing subdivisions.* Shall comply with section 78-301, subject to the plan amendment application fee found in appendix A of this Code.

*** "

SECTION 4

Article I, "In General," of Chapter 86, "Signs," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 86-2, "Definitions," by removing the definition for "Sign, awning or canopy"; creating new definitions for "Sign, awning," "Sign, canopy," and "Sign, fuel canopy," to be inserted alphabetically; amending Section 86-4, "Prohibited signs"; and amending Section 86-5, "Licensing of sign installers," to read as follows:

"Sec. 86-2. - Definitions.

~~Sign, awning or canopy, means any sign that is part of or attached to an awning or canopy or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area.~~

Sign, awning, means any sign that is printed on or attached to fabric, plastic, canvas, or other flexible material that is stretched on a structural frame installed over a door, entrance, exit, or window.

Sign, canopy, means any sign attached to a permanent overhead roof structure or architectural projection of a building. Such structure must be made of rigid construction materials, typically structural steel, and/or masonry. Such structure shall be a permanent part of the building to which it is attached.

Sign, fuel canopy, means any sign attached to a permanent, freestanding, overhead roof structure that provides a permanent shelter over fuel dispensing areas. Such structure must be made of rigid construction materials, typically structural steel, and/or masonry.

Sign, human, means a person dressed in costume, and/or holding a sign or having a sign affixed to the person for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product.

Sec. 86-4. - Prohibited signs.

The following types of signs or outdoor advertising display are prohibited within all zoning district classifications in the town:

- (7) *Flags or banners*. Any pole mounted flag, banner, or material of cloth, vinyl, plastic, canvass, leather, or other similar material used for the express purpose of attracting attention to a place of business or location shall be prohibited, except as provided for in sections 86-73(b)(8) governing coming soon or now open signs, 86-73(b)(9) governing grand opening signs, 86-73(b)(10) governing now hiring signs, 86-73(b)(11) governing change of business/ownership signs, and 86-107 governing public announcement signs. This shall not include flags and associated poles permitted by section 86-104 of this Code.

Sec. 86-5. - Licensing of sign installers.

Any person or business engaging in the operation of erecting, installing, servicing, or maintaining signs within the town must be registered to conduct such business with the town. For the purposes of this division, persons engaging in the business of erecting, installing, and maintaining signs shall be designated as sign installers, including those responsible for erecting temporary signs requiring a permit. No permit for the erection or alteration of a sign shall be issued to any person (other than a property owner erecting their own sign on their own property, and/or a business owner installing temporary banners, provided that all requirements of this chapter are met) unless such person is registered pursuant to provisions of this division. Such registration shall be as set forth in appendix A of this Code, and shall be payable on January 1 of each year, which fee will not be prorated."

SECTION 5

Division I, "Generally," of Article II, "Regulations," of Chapter 86, "Signs," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 86-42, "Fees and procedures," Section 86-43, "Sign illumination," and Section 86-44, "Comprehensive sign package," to read as follows:

“Sec. 86-42. - Fees and procedures.

No sign permit shall be issued until all appropriate sign permit fees have been paid to the town as provided in this section as follows:

- (2) *Renewal.* A renewal permit fee as listed in appendix A of this Code shall be required for all on-premises and off-premises project or development signs, nonresidential real estate signs, and signs advertising sale of vacant or large tracts, and renewed in accordance with section 86-73(b)(4) governing development or project signs (on-premises) or section 86-73(b)(5) governing development or project signs (off-premises), section 86-73(b)(2) governing signs related to advertising sale, lease, or rental of nonresidential structures, or section 86-73(b)(3) governing signs related to advertising of vacant or large tracts.

Sec. 86-43. - Sign illumination.

A sign may be lighted by internal lighting from a light source entirely within the sign or by a lighting source located a distance away from the sign and projecting light onto the sign, subject to the following:

- (4) Sign illumination shall comply with all outdoor lighting standards within this Code.

Sec. 86-44. - Comprehensive sign package.

- (a) *Purpose.* The purpose of this section is to allow for a specialized review of signs which may have meritorious design and seek to promote a unique quality for an existing or proposed development, but which require special consideration. Such specialized review shall encompass the number, size, height, color, location, lighting, and/or relation to adjacent property, to promote the public health, safety, and welfare and be consistent with the goals of community character. The permitting of such signs shall not be based on the content of any sign, but is intended to allow for the evaluation of the physical impact of the proposed comprehensive sign package on adjacent properties and to ensure adequate mitigation of potentially unfavorable factors, such as the number, size, height, color, location, lighting, and other potentially unfavorable impacts. Under these provisions, any form of monument, statue, art work, tower, signage, as defined herein, or as proposed for a particular development as an architectural feature, including prohibited signs, may be presented as a comprehensive sign package for approval as stated herein.
- (b) *Applicability.* Nonresidential development, including multifamily, shall apply for a comprehensive sign package for the purposes stated herein.

Specialized review of residential signs shall be accomplished through a planned development or subdivision site plan exception request.

SECTION 6

Division 2, "Commercial Signs," of Article II, "Regulations," of Chapter 86, "Signs," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 86-61, "Nameplates"; Section 86-63, "Directional signs"; Section 86-67, "Ground signs"; Section 86-68, "Wall signs"; Section 86-69, "Window signs"; Section 86-70, "Awning or canopy signs," which is to be renamed "Awning, canopy, and fuel canopy signs"; and Section 86-73, "Temporary commercial signs," for the purpose of updating certain sign regulations to reflect permitting and planning practices, removing certain portions of text indicated in strike through formatting, and including illustrations, to read as follows:

"Sec. 86-61. - Nameplates.

No permit shall be required for wall signs showing only the name and address of the owner or occupant of the premises on which it is erected or placed not exceeding a total sign area of six square feet.

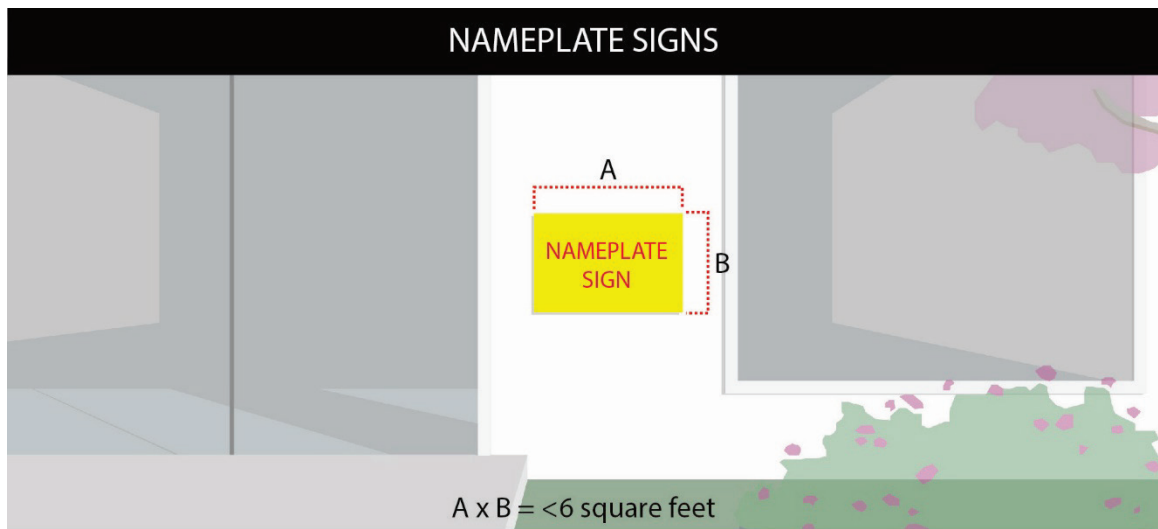


Illustration purposes only.

Sec. 86-63. - Directional signs.

No permit shall be required for small signs not exceeding five square feet in sign area and three feet in height that are displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, location of drive-up windows, directions to parking areas, one-way drives, restrooms, freight entrances, and the like. These signs shall be directional only and may contain advertising with registered corporate logos. Maximum height applies to ground mounted signs and is not intended to prohibit placement of these signs over doorways, freight entrances, etc.

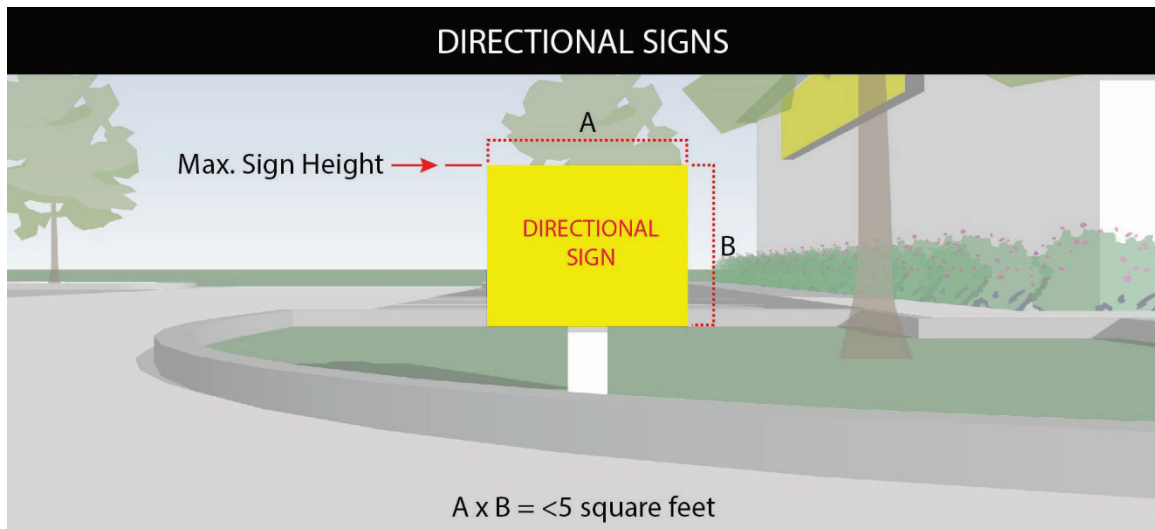


Illustration purposes only.

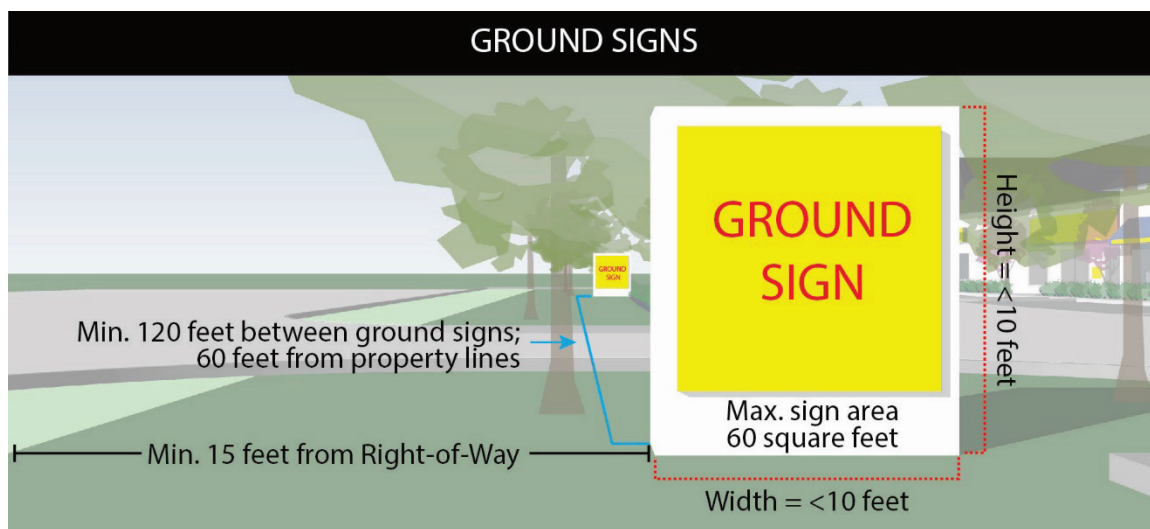
Sec. 86-67. - Ground signs.

All ground signs shall be subject to the following requirements:

- (9) Changeable message signs, including both electronic and changeable panels, shall not be permitted. Notwithstanding the foregoing, changeable message signs shall be allowed subject to the following restrictions.

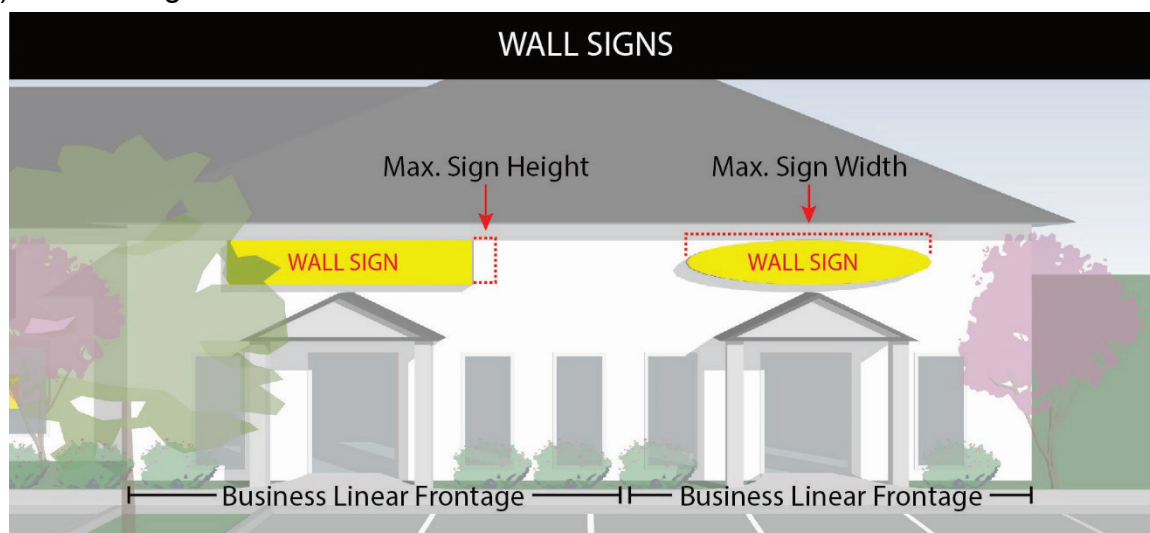
- d. Fuel-price sign means a sign that displays only the brand, type, or prices of various types of gasoline or diesel fuel available at establishments with fuel sales and may be constructed as electronic or changeable panel. These signs shall not flash, blink, scroll, or contain moving or animated parts, messages, or components. These signs must either be included and sized as part of a ground sign or must follow the requirements located in subsection 86-73(b)(12).

(14) Ground sign illustration.

*Illustration purposes only***Sec. 86-68. - Wall signs.**

- (a)
- Generally.*
- All wall signs shall be subject to the following requirements:

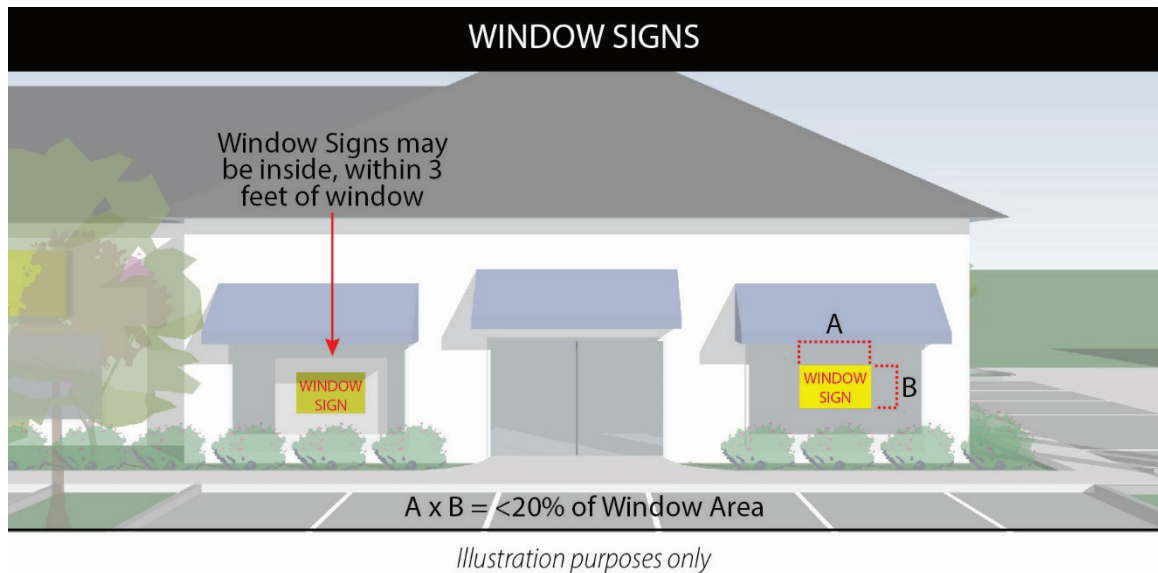
(9) Wall sign illustration.

*Illustration purposes only*

Sec. 86-69. - Window signs.

Window signs shall be subject to the following:

(4) Window signs illustration.

**Sec. 86-70. - Awning, canopy, and fuel canopy signs.**

- (a) *Awning signs.* An awning sign can be used as the primary sign in lieu of a wall sign, subject to the following:
- (1) The maximum height of the lettering of an awning sign shall not exceed eight inches.
 - (2) One commercial image, such as a business logo, is permitted to be applied to the slope portion of one awning, centered over the primary entrance.
 - (3) A second commercial image is allowed if the storefront wraps a corner and has an awning on one side wall.
 - (4) The commercial image shall not exceed four feet in width and three feet in height.
 - (5) Only gooseneck type full cutoff light fixtures shall be permitted when indirect lighting is used for awning signs.
 - (6) No backlighting of awning signs is allowed.
 - (7) All outdoor lighting for awning signs must comply with the outdoor lighting provisions set forth in section 98-1101 et seq. of this Code.
 - (8) The light fixture shall not extend more than four feet from the building facade from which it is attached.
 - (9) The total sign area for an awning sign shall not exceed the maximum allowance as outlined in section 86-68 of this chapter.

(10) Multiple awning signs shall be permitted, provided the maximum sign area as outlined above is not exceeded.

(11) Awning sign illustration.

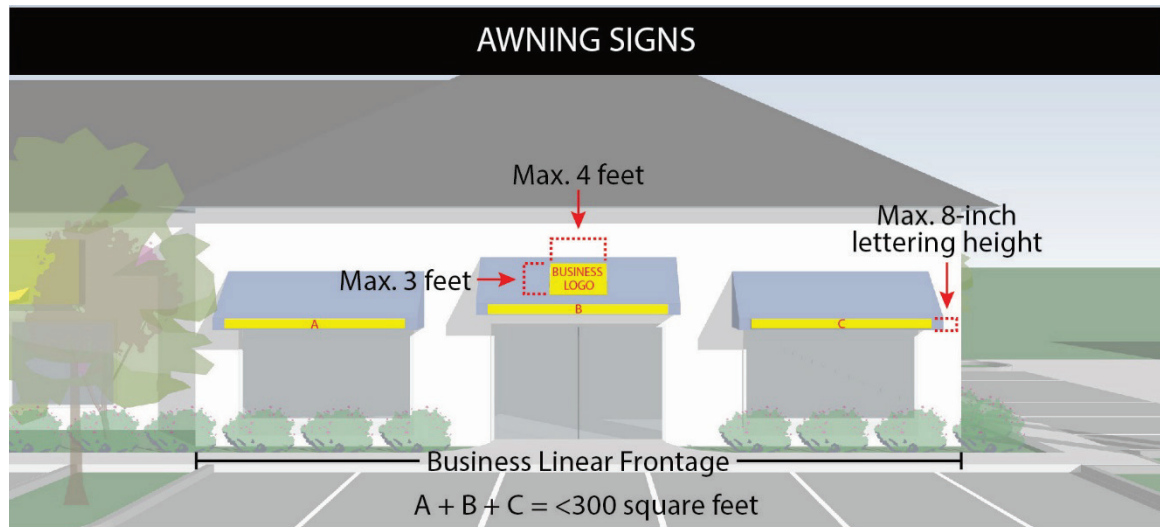


Illustration purposes only.

~~(11) The following typefaces for awning or canopy signs shall be allowed as outlined in illustration 8.11.2. following chapter 98 of this Code:~~

- ~~a. — Americana Bold.~~
- ~~b. — Bembo Semi-Bold.~~
- ~~c. — Bodini.~~
- ~~d. — Copperplate 30BC.~~
- ~~e. — Helvetica medium.~~
- ~~f. — Palatino.~~

(b) **Canopy Signs.** A canopy sign can be used as the primary sign in lieu of a wall sign and in accordance with section 86-68 subject to the following regulations:

- (1) Canopy signs shall be attached to a permanent overhead roof structure or architectural projection of a building. Such structure must be made of rigid construction materials, typically structural steel, and/or masonry. Such structure shall be a permanent part of the building to which it is attached.
- (2) No canopy sign shall extend above the canopy structure more than 12 inches.

(3) Canopy sign illustration.

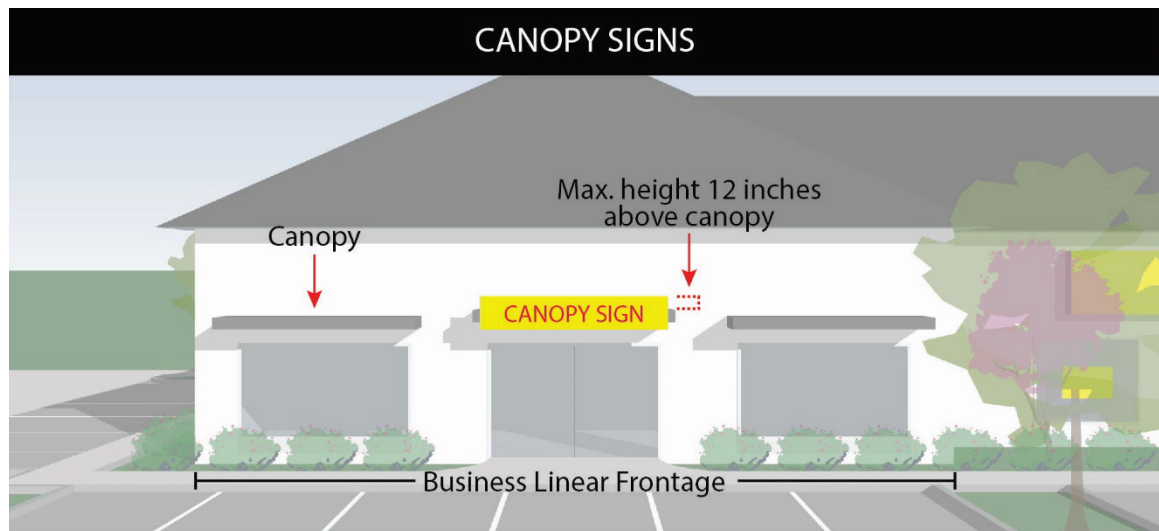


Illustration purposes only

(c) *Fuel canopy signs.* Fuel canopy signs shall be permitted in accordance with section 86-68, subject to the following regulations:

- (1) Fuel canopy signs shall be attached to a permanent, freestanding (not attached to a building), overhead, roof structure that provides a permanent shelter over fuel dispensing areas. Such structure must be made of rigid construction materials, typically structural steel and/or masonry.
- (2) No fuel canopy sign shall extend above or below the fuel canopy structure to which it is attached.

Sec. 86-73. - Temporary commercial signs.

(b) *Specific signs.* Specific temporary signs shall be subject to the following requirements:

- (2) *Advertising sale, lease, or rental of nonresidential structures.* Real estate signs advertising the sale, lease, or rental of any nonresidential structure shall be limited by the following conditions:

- f. Permits shall be for a period of one year from the date of issuance and shall be renewable by the building official for an additional one-year period, until the property is sold or leased.

- (3) *Advertising sale of vacant or large tracts.* Real estate signs advertising the sale or lease of undeveloped land or developed land of two acres or more shall be limited by the following conditions:

- h. Permits shall be for a period of one year from the date of issuance and shall be renewable by the building official for an additional one-year period, until the property is sold or leased.

- (12) *Fuel-price signs.* No permit shall be required for temporary fuel-price or credit card signs placed on pump islands. Such signs are subject to the following requirements:

- a. Only one sign per pump island shall be allowed.
- b. The maximum total sign area of any single sign shall not exceed four square feet.

*** "

SECTION 7

Division 3, "Other Miscellaneous Signs," of Article II, "Regulations," of Chapter 86, "Signs," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 86-104, "Flags," to relocate regulations from Section 86-4, "Prohibited signs," related to permitted public and/or private flag poles, and by amending Section 86-109 to read as follows:

"Sec. 86-104. - Flags.

No permit shall be required for public and/or private flag poles for the public display of a state, national, local, religious, institutional flag or emblem, or a registered corporate logo.

- (1) Shall not exceed more than three flag poles per platted lot.
- (2) *Residential zones.* Flag poles shall not exceed a height of 25 feet and the maximum flag area shall not exceed 15 square feet per flag.
- (3) *Nonresidential zones.* Flag poles shall not exceed 40 feet and the maximum flag area shall not exceed 40 square feet per flag.
- a. One registered corporate logo flag shall be permitted per platted lot, provided that two or more flag poles have been erected on the lot and the other flag pole or poles are being used to display the national, state, or local flag.

- (4) 36 U.S.C.A. Sections 173-176, Chapter 10 Patriotic Customs, a copy of which is on file in the office of the town secretary is hereby adopted and incorporated in this section as if it was copied in its entirety and the provisions thereof shall be controlling within the town, except as amended in this section.

Sec. 86-109. - Residential subdivision wall signs.

No permit shall be required for residential subdivision wall signs. Such signs must be approved by the planning and zoning commission, and town council, if required, in conjunction with approval of the subdivision site plan for the subdivision and section 82-340 of this Code.”

SECTION 8

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except where 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 9

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 10

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town 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 11

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Flower Mound, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein 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 12

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

SECTION 13

This Ordinance shall be in full force and effect from and after the date of its passage and publication in accordance with the Town Charter, 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 15th DAY OF JULY, 2024.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY