

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



July 7, 2025
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

1. Proclamation for National Parks and Recreation Month

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

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 21 - Regular Meeting
2. July 31 & August 2 - Strategic Planning Retreat

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 - 6/16 - Consider approval of the minutes from a Town Council Regular Meeting; Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District Special Meeting; and Crime Control and Prevention District Special Meeting held on June 16, 2025.
2. Denton Creek Blvd Bridge and Water Lines Change Order No. 2 - Consider approval of Change Order No. 2 for the Denton Creek Blvd Bridge and Water Lines project, amending the contract with Urban Infraconstruction LLC to provide an increase to the contract amount of \$65,746.41; and authorization for the Mayor to execute same on behalf of the Town.
3. Cedarcrest Water Line Improvement - Construction Agreement - Consider approval of a Construction Agreement with Four Star Excavating for the Cedarcrest Water Line Improvement project, in the amount of \$631,461.00; and authorization for the Mayor to execute same on behalf of the Town.
4. Wastewater Treatment Plant - Chemicals - Consider approval of a purchase order cost increase for polymer chemicals for the Wastewater Treatment Plant from Polydyne, Inc. in the amount of \$25,000; and authorization for the Mayor to execute same on behalf of the Town.
5. Satellite Leak Detection - Consider approval of the agreement with Asterra to provide satellite leak detection services for the Town's water distribution system associated with the Water System Leak Detection & Repair project, in the amount of \$135,500.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Fire Apparatus Safety Upgrades - Consider approval of the purchase of apparatus upgrades from Siddons Martin Emergency Group to total \$70,843.46; and authorization for the Mayor to execute same on behalf of the Town.
7. Pavement Joint Sealing Services - Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through City of Grand Prairie contract #21119, in the estimated amount of \$469,785.25.

8. Grant Resolution - Consider approval of a Resolution authorizing the application of a grant proposal to the Texas Parks and Wildlife Department, for funding assistance for the development of Leonard and Helen Johns Community Park; and authorization for the Mayor to execute same on behalf of the Town.
9. Historical Commission Meetings Resolution - Consider approval of a Resolution of the Town Council of the Town of Flower Mound, Texas, amending Resolution 02-24, Section 2, Meetings, Quorum pertaining to the meeting date of the Historical Commission, and providing an effective date of September 1, 2025.

K. REGULAR ITEM(S)

1. Tree Rebate Program - Consider approval of a Resolution creating the Town of Flower Mound Tree Rebate Program.
2. SP24-0013 - Flower Mound Hindu Temple - Public Hearing to consider a request for a Site Plan (SP24-0013 - Flower Mound Hindu Temple) to create a religious assembly/institution use with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and 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 west of Old Settlers Road and south of Peters Colony Road. (Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 23, 2025, meeting)
3. TRP24-0014 - Flower Mound Hindu Temple - Public Hearing to consider an application for a tree removal permit (TRP24-0014) for three (3) specimen trees on the property known as Flower Mound Hindu Temple for the proposed development. The property is generally located west of Old Settlers Road and south of Peters Colony Road. (The Environmental Conservation Commission recommended approval by a vote of 5 to 1 at their April 1, 2025, meeting.)
4. TRP25-0004 - 4408 Overlook Ridge - Public Hearing to consider an application for a tree removal permit (TRP25-0004) for one (1) specimen tree on the property known as 4408 Overlook Ridge for the proposed development of a single-family dwelling. The property is generally located north of Cross Timbers Road, west of Kimball Crossing, and east of Overlook Ridge. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at their June 3, 2025, meeting.)

L. 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. Trinity Park - TRP25-0002
 - b. Board and Commission Liability Issues
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, including real property located north of FM 1171 and west of US 377, 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, construction of public improvements, requests for incentive related proposals to develop real property, 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.

M. RECONVENE

N. 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 2, 2025, at 3:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Anne Carnes, Deputy 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](#).

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



June 16, 2025
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
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3 (remotely)
Janvier Werner, Councilmember Place 4

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

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

B. INVOCATION

Chaplain Liles 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. 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.

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listed on the agenda.

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

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

	Speaker name and address	Subject (as written on the form)
1.	Tyler Radbourne, 7400 Cross Timbers	Eden Ranch
2.	Krzysztof Gut, 3625 High Rd*	Eden Ranch (support)
3.	Kalim Chandsha, 4725 Ash St*	Eden Ranch (support)
4.	Richie Brown, 711 Pine Dr, Ocean Springs, MS	Eden Ranch
5.	Tommy Tran, 4721 Ash St	Pecan Acres (Pro Rata)
6.	Sean Baird, 4612 Hampshire Dr	Eden Ranch (support)
7.	Curtiss Walker, 3305 Rolling Hills	Homestead Exemption

** Indicates person did not wish to speak*

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were no announcements from the Mayor or Councilmembers.

F. TOWN MANAGER'S REPORT

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

a. Employee Service Recognition

Mr. Childers recognized the following employees for 15+ years of service:

- Janiece Osbourne
- Kimberly Currrens

- Matt Trickle

and Theresa Scott, for her 18 years of service, because today is her last council meeting before her retirement date of June 27.

G. 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).

There were no future agenda item requests.

H. COORDINATION OF CALENDARS

Mayor Moore confirmed that all Councilmembers plan to be at the July 7 meeting:

1. July 7 - Regular Meeting
2. July 17 - Work Session (canceled)

I. CONSENT ITEM(S)

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

ACTION: Adam Schiestel moved to approve I.1-6 as presented in the agenda caption. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

1. Minutes - 6/2 - Consider approval of the minutes from a regular meeting held on June 2, 2025.
2. Lease Amendment with T-Mobile - Consider approval of a lease amendment with T-Mobile West LLC, a Delaware limited liability company, successor in interest to VoiceStream GSMI Operating Company Inc, to extend the existing lease for antenna and equipment at \$155,129.25 for the first five-year term plus four additional and successive five-year terms, and authorization for the Mayor to execute same on behalf of the Town.
3. CIP Amendment No. 2 - Consider approval of Amendment No. 2 to the fiscal year 2024-2025 Capital Improvement Program.
4. PSA Wastewater Treatment Plant - Consider approval of a Professional Services Agreement with Plummer Associates, Inc. for the Wastewater Treatment Plant

Preliminary Treatment Area Improvement Project in the amount of \$537,658.00; and authorization for the Mayor to execute same on behalf of the Town.

5. CO2 Oak Street Lift Station and Forcemain Phase IV - Consider approval of Change Order No. 2 for the Oak Street Lift Station and Forcemain Phase IV project, amending the contract with Fort Worth Civil Constructors, LLC. to provide an increase to the contract in the amount of \$593,565.03
6. Open Records Request - Consider approval of a resolution updating the method for making written requests for public information.

RESOLUTION NO. 12-25

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, UPDATING THE DESIGNATED METHODS FOR MAKING WRITTEN REQUESTS FOR PUBLIC INFORMATION; DIRECTING THE TOWN SECRETARY TO TAKE NECESSARY ACTION; AND PROVIDING AN EFFECTIVE DATE.

J. WORK SESSION ITEM

1. Discussion of Stormwater Fee Study.

Chris Ekrut, NewGen Solutions, gave a presentation identifying or noting:

- what is an impervious area
- calculating the erus
- calculating the ERU rate and annual revenue
- drainage utility fee comparison
- path forward

and Mr. Childers pointed out the background information regarding the decision package for a new drainage crew.

and they responded to questions from Council regarding:

- future studies
- process used to determine ERUs
- tier billing
- average rates

K. REGULAR ITEM(S)

1. Legislative Priorities Update - Presentation and discussion on the Town's 2025 Legislative Priorities and the results of the 89th Texas State Legislature.

Consultant Presentation

Brandi Bird, Bird Consulting

Ms. Bird gave a presentation identifying or noting:

- legislative priorities: land use bills; tech HSC funding
- next steps

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

- what happens during the interim period

2. ZPD25-0001 – Flower Mound High School - Public hearing to consider an ordinance amending the zoning (ZPD25-0001 – Flower Mound High School) to amend Planned Development No. 34 with Single Family Detached Medium Density uses to request certain modifications to Section 94-63 (3) "Parking area trees," of the Code of Ordinances requiring that each parking space be located within 100 feet of a tree. The property is generally located west of Old Settlers Road and south of Peters Colony Road. (PZ recommended approval by a vote of 6 to 0 at its June 9, 2025, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- overall site plan
- site photos
- site plan
- development standards
- landscape plan

and she responded to questions or comments from Council regarding:

- exempt rule

Applicant Presentation

Hannah Haber, McAdams

Ms. Haber gave a presentation identifying or noting:

- site plan
- landscape plan

and she responded to questions from council regarding:

- timing for completion
- clarification regarding the tree relocation

Mayor Moore opened the public hearing at 7:18 p.m. No one spoke. Mayor Moore closed the public hearing at 7:18 p.m.

ORDINANCE NO. 20-25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING ORDINANCE NO. 43-95, AS AMENDED, WHICH ESTABLISHED PLANNED DEVELOPMENT DISTRICT NO. 34 (PD-34) ON CERTAIN PROPERTY INCLUDING 67.115 ACRES OF LAND SITUATED IN THE J. BAIRD SURVEY, ABSTRACT NUMBER 72, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 1AR2, BLOCK A OF THE FLOWER MOUND HIGH SCHOOL ADDITION BY ADOPTING DEVELOPMENT STANDARDS, AN OVERALL SITE PLAN, A CONCEPTUAL SITE PLAN, AND A CONCEPTUAL LANDSCAPE PLAN REFLECTING MODIFIED PARKING AREA TREE STANDARDS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

3. Homestead Tax Exemption - Consider approval of an ordinance increasing the residential homestead ad valorem (property) tax exemption to 17.5%.

Mr. Zagurski gave a presentation identifying or noting:

- property tax bill (estimated impact of exemptions)

and he responded to questions or comments from Council regarding:

- property tax relief options
- over 65 exemption
- 17.5% versus 20% homestead exemption

- market downturn

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:34 p.m., pursuant to Texas Government Code Chapter 551.071. The Town Council reconvened into an open meeting at 7:39 p.m., and took the following action on the above item.

ORDINANCE NO. 21-25

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 62-55, "RESIDENCE HOMESTEAD EXEMPTION," DIVISION 2, "EXEMPTIONS," ARTICLE II, "PROPERTY TAXES," OF CHAPTER 62, "TAXATION", OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY INCREASING THE RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION TO 20 PERCENT (20%) OF THE APPRAISED VALUE OF THE RESIDENCE HOMESTEAD; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Chris Drew moved to approve K.3. with the homestead exemption increase to 20%. Janvier Werner seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

4. FY 24-25 Budget Amendment #2 - Consider approval of an Ordinance amending The Town's Budget for the Fiscal Year Beginning On October 1, 2024, And Ending On September 30, 2025, as adopted by Ordinance No. 40-24 and amended By Ordinance No. 04-25, and adopted by Resolution No. 14-24 for Fire District And Resolution No. 15-24 and amended by Resolution No. 04-25 for Crime District, by providing for adjustments to the General Fund, Utility Fund, Street Maintenance Sales Tax Fund, 4B Parks Sales Tax Fund, Crime District Sales Tax Fund, Fire District Sales Tax Fund, And Technology Replacement Fund.

Mr. Zagurski gave a presentation identifying or noting:

- budget amendment process
- by department expenditure increases
- revenues (sales tax; interest income)

and he responded to questions from Council regarding:

- sales tax projections

ORDINANCE NO. 22-25

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, 2024, AND ENDING ON SEPTEMBER 30, 2025, AS ADOPTED BY ORDINANCE NO. 40-24 AND AMENDED BY ORDINANCE NO. 04-25, AND ADOPTED BY RESOLUTION 14-24 FOR FIRE DISTRICT AND RESOLUTION 15-24 AND AMENDED BY RESOLUTION 04-25 FOR CRIME DISTRICT, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, UTILITY FUND, STREET MAINTENANCE SALES TAX FUND, 4B PARKS SALES TAX FUND, CRIME DISTRICT SALES TAX FUND, FIRE DISTRICT SALES TAX FUND, AND TECHNOLOGY REPLACEMENT FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Adam Schiestel moved to approve K.4. as presented in the agenda caption. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

L. BOARDS/COMMISSIONS

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

1. Denco 9-1-1 Board of Managers - Consider approval of a resolution casting the vote of the Town of Flower Mound, Texas, for the election of the Denco Area 9-1-1 District Board of Managers.

There was Council discussion regarding the qualifications of both candidates.

RESOLUTION NO. 13-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, CASTING THE TOWN OF FLOWER MOUND'S VOTE FOR THE ELECTION OF THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Ann Martin moved to cast a vote for Steve Southwell to serve on the Denco Area 9-1-1 District Board of Managers. Adam Schiestel seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None

ABSTAIN: None
RESULT: 5 : 0

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.

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:48 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.
 - a. Case No. 4:25-cv-00244 Rembert, et al v. Town of Flower Mound
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, including real property located north of FM 1171 and west of US 377, 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, construction of public improvements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.
5. Discuss and consider the hiring of the Town Secretary, and all matters incident to and related thereto.

ACTION: Ann Martin moved to appoint Traci Henderson as Town Secretary for the Town of Flower Mound, effective July 7, 2025, with the terms and conditions as discussed in closed session. Chris Drew seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

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N. RECONVENE

The Town Council reconvened into an open meeting at 8:15 p.m., to take action on item M.5.

O. ADJOURN

Mayor Moore adjourned the meeting at 8:16 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 7, 2025
FROM: David Brockway, Construction Manager
ITEM: **Consider approval of Change Order No. 2 for the Denton Creek Blvd Bridge and Water Lines project, amending the contract with Urban Infraconstruction LLC to provide an increase to the contract amount of \$65,746.41; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On July 15, 2024, Urban Infraconstruction, LLC was awarded the Denton Creek Blvd Bridge and Water Lines project in the amount of \$9,392,100. The project includes the construction of a 5-span reinforced concrete bridge over the Graham Branch floodplain, connecting roadway and sidewalks from the East, three underground and bridge-suspended waterlines, median landscaping and irrigation. The project is currently 85% complete.

Change Order No. 1 was issued December 2, 2024, in the amount of \$22,303.00.

Change Order No. 2 includes the following additions and deletions to the work:

1. During design, the profile earthwork elevations of the roadway did not account for the 10" of stabilized subbase underneath the concrete pavement. This requires adjusting the contract cut and fill depths underneath the subbase to maintain the designed roadway profile.
2. The Town's project site trailer was initially included for all-day use by Town engineers and inspectors due to the project site being a one-hour round trip from Town Hall. However, the Town has maintained a full-time bridge inspector on site, eventually making the trailer an unnecessary expense. It was also in the way of eventual roadway construction and, therefore, was demobilized halfway through construction.
3. Cement stabilized backfill, which is a mixture of cement and sand, is required beneath bridge approach slabs at four abutments. This is a critical area where traffic enters on to the bridge, and is susceptible to settlement and cracking, affecting ride quality. Contract bid quantity typically is a simple volume calculation for material based on TxDOT detail sheet 76. However, during construction based on site soil conditions and wall/slab geometries, CSB was required to be placed in accordance with TxDOT detail sheet 77. This required double the material in the bid contract, but results in superior construction by maintaining CSB beneath the entire approach slab versus just a portion. Truck loads of CSB are weighed at the supplier before delivery and placement, making it a final measured quantity versus a pre-estimated quantity.
4. Contract drawings called for vertical support of water lines suspended from the bridge deck. During engineering design of the shop drawings, the contractor's design engineer recommended intermittent horizontal bracing. Pipe manufacturer's technical department stated their requirement for full horizontal bracing, at every pipe section bell, for warranty. Full horizontal bracing will be added, providing a more robust pipeline and a warranty. This adds materials, fabrication, labor, and design to install bracing above what the contract drawings called for, and adds 30 days for the added work and shop drawing delay.

If approved, Change Order No. 2 will increase the contract by \$65,746.41, for an updated contract total of \$9,480,149.41.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES:

FISCAL IMPACT: \$65,746.41

Proposed Expenditure/(Revenue)

\$65,746.41

Account Number(s):

505-220-78032-6160 - \$15,850.95

610-960-96012-6170 - \$49,895.46

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. CO 2 Denton Creek bridge - Signed

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

CHANGE ORDER No. 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Urban Infraconstruction

Project: **Denton Creek Blvd Bridge and Waterline**

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

A2	Excavation (Roadway)	CY	Add	616	\$ 40.00	\$ 24,640.00
A4	Embankment (Final)(Type C)	CY	Deduct	659	\$ 30.00	\$ (19,770.00)
42	Cement Stabilized Backfill	CY	Add	268	\$ 205.00	\$ 54,940.00
68	Project Trailer	LS	Deduct	0.5	\$ 87,918.10	\$ (43,959.05)
CO2-A	8", 12" Suspended Water Lines Horizontal Bracing	LS	Add	1	\$ 49,895.46	\$ 49,895.46
TOTAL						\$ 65,746.41

JUSTIFICATION

Items A2, A4: Bid quantity classification error in profile of roadway earthwork, this adds 10" of roadway excavation and deletes 10" of roadway fill to accommodate the 10" of treated subbase material that was not classified as such. Replace Drawing Sheet 5. **Item 42:** Cement Stabilized Backfill is placed beneath bridge approach slabs at four abutments. This is a critical area where traffic enters onto the bridge, and is susceptible to settlement and cracking, affecting ride quality. Bid quantity typically is a simple volume calculation for material based on TxDOT detail sheet 76. However, during construction based on soil conditions and wall/slab geometry CSB was required to be placed to TxDOT detail sheet 77. This required double the material, however this results in superior construction. Truck loads are weighed before delivery. **Item 68:** Town site trailer demobilized halfway through project. It became unneeded and would be in the way of eastbound roadway construction. **Item CO2-A:** Design drawings called for vertical support of water lines suspended from the bridge. During engineering design of the shop drawings, contractor's consulting engineer recommended intermittent horizontal bracing. Pipe manufacturer stated their requirement for full horizontal bracing, at every pipe bell, for warrantee. Change order adds materials, fabrication, labor, and design to install bracing above what the contract drawings called for, and adds 30 days for the added work and shop drawing delay.

Original Contract	\$ 9,392,100.00
Change Order #1	\$ 22,303.00
Change Order #2	\$ 65,746.41
Revised Contract Price	\$ 9,480,149.41
Original Substantial Completion Days	240
Change Order No. 1 Additional Days	14
Change Order No. 2 Additional Days	30
Revised Substantial Completion Days	284
Original Final Completion Days	270
Change Order No. 1 Additional Days	14
Change Order No. 2 Additional Days	30
Revised Final Completion Days	314

Recommended for Approval	<u>David Brockway</u> David Brockway, PE Construction Manager	<u>6/9/2025</u> Date	<u>John Solorzano</u> Contractor Project Manager Contractor Title	<u>06/10/2025</u> Date
Approved	<u>Mayor Cheryl Moore</u>	<u> </u> Date		



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

DATE: July 7, 2025

FROM: Jersain Castanon, Senior Project Engineer

ITEM: **Consider approval of a Construction Agreement with Four Star Excavating for the Cedarcrest Water Line Improvement project, in the amount of \$631,461.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: On June 3, 2025, bids were received and opened (Bid # 2025-13-B) for the Cedarcrest Water Line Improvement project. Four Star Excavating submitted the lowest qualified bid of the four (4) responsive bidders and one non-responsive bidder at a base bid of \$631,461.00. The Cedarcrest Water Line Improvement project consists of the replacement of approximately 3,416-foot of 8-inch water line piping via a combination of trenchless technologies and open cut installation along Simmons Road, along Trogon Court, and interconnecting side streets. Residential water services will be transitioned to the new water main improvements.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: A decision to not approve the Construction Agreement would leave the existing water system along Simmons Road in the current configuration. Due to poor condition and lack of available isolation valves more of immediate surrounding residents will be affected by temporary water shutoffs to fix main breaks of service line leaks in the future as they occur.

FISCAL IMPACT: \$631,461.00

Proposed Expenditure/(Revenue)
\$631,461.00

Account Number(s):
630-960-98803-6170

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 Tabulation
2. Construction Agreement
3. Form 1295 (Internal Use)

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



**Town of Flower Mound
Verified Bid Tabulation**

Bid No: 2025-13-B – Cedarcrest Water Line Improvement

Bid Opening: 06/03/2025 at 11:00 AM

Company	Total Base Bid
Four Star Excavating	\$ 631,461.00
Tellus Services	\$ 1,249,113.00
Rangeline Utilities Services dba RUTS Construction LLC	\$ 991,812.00
J & L Construction LLC	\$ 1,043,913.00
Canary Construction Inc	\$ 1,499,462.00

****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.**

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

Date: June 6, 2025

TOWN OF FLOWER MOUND
CEDARCREST WATER LINE IMPROVEMENT

Bid #2025-13-B

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 7th day of July 2025, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Four Star Excavating, 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:

CEDARCREST WATER LINE IMPROVEMENT
Bid #2025-13-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 **Six-Hundred Thirty One Thousand Four-Hundred Sixty-One Dollars and Zero cents (\$ 631,461.00)** 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 Ninety (90) calendar days, and final completion of One Hundred and Twenty (120) 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 7th day of July 2025.

TOWN OF FLOWER MOUND

CONTRACTOR

Cheryl Moore, MAYOR

(Signature)

(Printed Name)

(Position)



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

DATE: July 7, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of a purchase order cost increase for polymer chemicals for the Wastewater Treatment Plant from Polydyne, Inc. in the amount of \$25,000; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Polydyne is a sole-source company, and the Town currently has an annual contract for the purchase of Polymer. The Town's wastewater treatment plant utilizes polymer chemicals for the biosolids process stage. Polymer helps manage sludge during dewatering. Due to the increased volume of sludge and an extension of the annual agreement for an additional year, the existing purchase order of \$45,000 needs to increase to \$70,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Polymer is needed for the Wastewater Treatment process to remain in compliance with TCEQ standards and permitting.

FISCAL IMPACT: \$70,000.00

Proposed Expenditure/(Revenue)
\$70,000.00

Account Number(s):
200-690-92430-2140

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Existing Purchase Order - Polydyne, Inc.
2. Polydyne Quote

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

**TOWN OF FLOWER MOUND**

2121 Cross Timbers Rd.
Flower Mound, TX 75028
Phone: (972) 874-6006
Fax: (972) 874-6478

PURCHASE ORDER**PO Number:** 25032**Date:** 10/09/2024**Vendor #:** 16896

ISSUED TO: POLYDYNE INC.
PO BOX 404642
ATLANTA, GA 30384-4642

SHIP TO: TOWN OF FLOWER MOUND
Attn: WATER TREATMENT PLANT
1105 DUNCAN LN
FLOWER MOUND, TX 75028

ITEM	UNITS	DESCRIPTION	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0	Blanket PO to purchase Polymer Tote Containers Provide Annual Polymer Tote Containers that includes CLARIFLOC C-6266 for the Period of 2/13/2024 thru 2/12/2025 as specified on the Sole Source Letter/Renewal Quote dated 12/11/2023, and in accordance with the Town of Flower Mound Purchase Order terms and conditions. TOWN OF FLOWER MOUND CONTACT: Curtis Williams, Chief Operator Phone: 972-874-6406 Email: curtis.williams@flowermound.gov	0.00	200-690-92430-2140	45,000.00
Approved By: <u>Sabrina R. Zadow</u>					TOTAL 45,000.00

1. The Town of Flower Mound's complete Standard Terms & Conditions for Purchase Orders is available online at <http://www.flower-mound.com/index.aspx?NID=582>, and incorporated by reference.
2. Invoices shall be mailed to: Town of Flower Mound, Attn: Accounts Payable, 2121 Cross Timbers Road, Flower Mound, TX 75028, or emailed to accountspayable@flower-mound.com.
3. The Town of Flower Mound is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. ID# 75-1366210

Emailed to: marquita.shamlin@flower-mound.com

February 27, 2025

Ms. Marquita Shamlin
Town of Flower Mound
Purchasing Buyer
2121 Cross Timbers Road
Flower Mound, TX 75028

SUBJECT: Contract Renewal – Contract 2019-49-A Annual Agreement for Polymer

Dear Ms. Shamlin,

Polydyne Inc. is pleased to offer the City an extension of this agreement for an additional year. The product and pricing will remain the same, as detailed below:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC C-6286	\$1.66/LB. DELIVERED*	2300 LB. TOTES

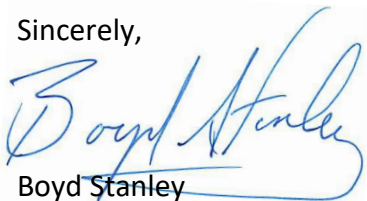
*3.5% Tariff/Surcharge will apply

The renewal contract term will remain in effect through February 13, 2026.

All other terms and conditions will remain the same.

We thank you for your business and look forward to continuing our valued partnership. If you have any questions regarding this correspondence, please feel free to contact Brent SoRelle, Sr. Technical Sales Representative, at (682) 216-5062.

Sincerely,


Boyd Stanley
Sr. Vice-President



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

DATE: July 7, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the agreement with Asterra to provide satellite leak detection services for the Town's water distribution system associated with the Water System Leak Detection & Repair project, in the amount of \$135,500.00; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: This proposal from Asterra will provide for the evaluation and detection of leaks in the Town's water distribution system and wastewater force mains. As the Town's water and wastewater distribution system ages, leaks and other small failures do occur. These small leaks and failures are hard to detect, as they are not visible from the surface, and contribute to water loss in the system. These leaks also contribute to structural failures of roadways, sidewalks, and other public infrastructure.

Asterra utilizes satellite imagery and data to identify areas of interest where leaks are suspected. These areas are then investigated, and the exact locations of leaks are identified. Repair or replacement can then be scheduled by Town maintenance staff. Asterra has provided these services to the Town before and has provided great results which allowed the Town to identify and repair numerous leaks before they became more impactful or expensive to repair. This is a patented technology, and Asterra is the only vendor that provides this service and is considered a sole-source vendor.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES: A decision not to approve this item would result in the Town having unknown leaks in the water and wastewater distribution system that contribute to water loss costs, structural failures of roadways, sidewalks, and other public infrastructure.

FISCAL IMPACT: \$135,500.00

Proposed Expenditure/(Revenue)
\$135,500.00

Account Number(s):
630-960-98870-6170

LEGAL REVIEW: N/A

ATTACHMENTS:

1. ASTERRA Proposal
2. Form 1295 (internal use)

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

A proposal for the Town of Flower Mound, TX



Proposal & Scope of Work

Prepared by Andy Puentes, Sales Representative, North America

5 June 2025

4180 La Jolla Village Dr., #530

San Diego, CA 92037

858.521.9442 US

astera.io

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), 11 (Sustainable Cities and Communities), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. Satellite Radar – Scan Acquisition

Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. Radiometric Corrections

ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. Algorithmic Analysis

ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. Availability to Client

Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations which **ASTERRA** has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. **ASTERRA's** technology can detect active leaks in your system with a single scan, providing a snapshot at that moment in time. However, a single scan may not capture all active leaks. To ensure comprehensive detection, additional scans offer ongoing monitoring, allowing for the identification of more leaks over time. Since leaks can develop and expand, ongoing monitoring ensures that even areas previously inspected will be reassessed and any new or growing leaks will be detected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform. EO Discover's interactive workspace enables clients to customize data views for optimal decision-making. The platform also offers flexibility by ensuring compatibility with other asset management system, allowing clients to download and upload files into other platforms. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations and to track success metrics.

Recover includes:

Results through Map Visualization: A GIS layer containing highlighted pipe segments within the network, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

EO Discover: Access to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the service progress in real-time.

Enhanced Recover Analysis: Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

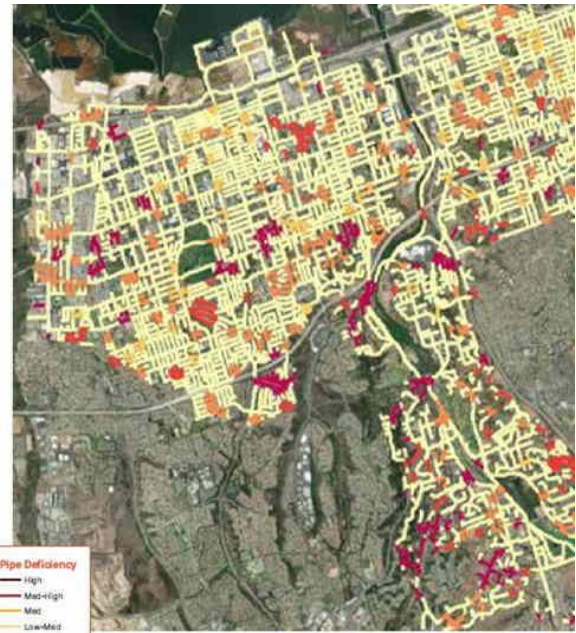
MasterPlan for Pipe Deficiency Assessment

Providing unique insights not available from anyone but ASTERRA, MasterPlan is an actual (not predictive) measurement of non-surfacing pipe leaks. It is pipe agnostic and collected non-invasively by a satellite with wide coverage, often scanning a full system instantaneously. MasterPlan provides actionable insights into your asset management plan in one easy data layer. Trained on five years of leaks discovered using Recover, the algorithm assesses the deficiency of an entire pipe system using multiple SAR scans over time.

ASTERRA MasterPlan provides a GIS dataset containing pipe deficiency levels derived from SAR data. This solution is based on the same proven patented algorithm that is used by Recover to detect leaks in your system but is extended to monitor your system over time using statistical analysis. The general process takes all likely leak locations identified in two consecutive satellite scans (identical coverage and angle) over your area of interest and analyzes the results. It then compares the results from multiple scans and identifies the areas with potential leaky pipes between them.

These results are processed through a learned statistical algorithm and used to assign pipes a score from low to high, signifying the level of deficiency observed.

With ASTERRA Masterplan, we can identify critical areas where the client can focus its future pipeline rehab and replacement efforts. These high deficiency areas can be used for asset management planning purposes, e.g., capital improvement replacement planning.



MasterPlan Insights

MasterPlan provides utilities and engineers with insights into actual pipe conditions. This GIS data layer is compatible and easily integrates into all GIS and GIS-based software. Combine this data with other information, such as pipe age, material, work orders, and consequence of failure to further enhance your replacement planning models or water system master plans.

MasterPlan (Pipe Deficiency Output): A GIS layer containing client pipe segments that are ranked based on condition. Provided in SHP and KML format for import into a GIS or risk modeling system (Client map displaying streets, pipes, hydrants, valves, and potential leak information).

EO Discover: Login credentials to the EO Discover password-protected platform for viewing the pipe data via GIS and for monitoring pipe deficiency levels.

MasterPlan Pipe Deficiency Assessment: A summary assessment detailing the condition of the client's pipes based on the GIS data output of pipe scores from low to high deficiency.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.



EO Discover

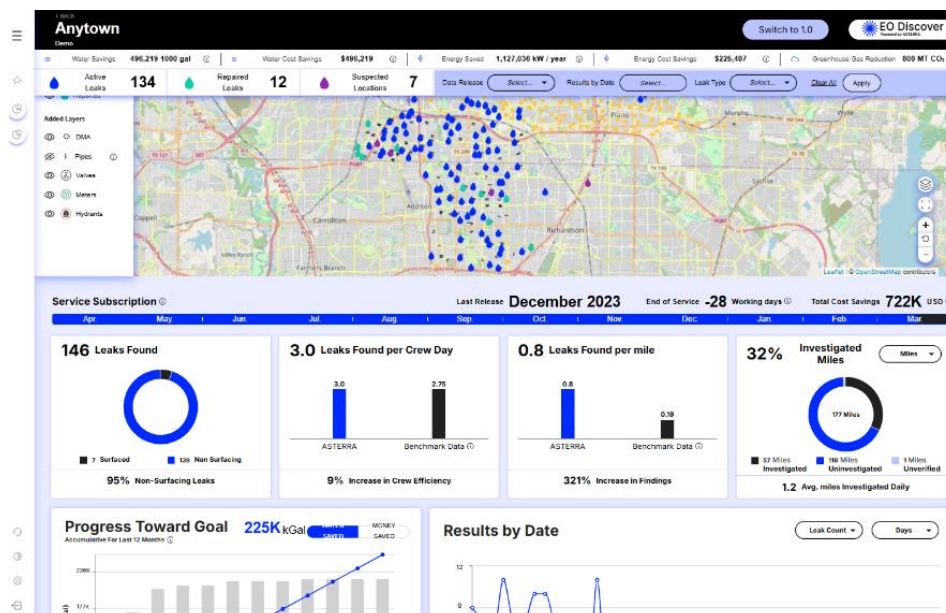
Revolutionizing Water Loss Management

EO Discover is a user-friendly SaaS platform that empowers decision-makers, operators, and field teams with advanced insights to locate underground potable water. Acting as a centralized intelligence hub, EO Discover helps proactively prevent water loss and subterranean infrastructure damage caused by leaks.

By offering real-time visibility and data-driven analysis, the platform supports the achievement of KPIs, ESG goals, and contributions to the UN Sustainable Development Goals (SDGs). EO Discover delivers actionable insights, tracks savings, and helps optimize operations—driving smarter, more sustainable water management across your organization.

Main Benefits of EO Discover

- View all key insights, service data and savings in one intuitive platform
- Access detailed information on potential leaks, including locations, actionable insights and estimated savings once leaks are verified
- Evaluate ongoing services with full performance breakdowns
- Track return on investment, operational performance and environmental impact with precision
- Designed for seamless use across decision-makers, operators and field teams
- Fully compatible with U-Collect mobile application for on-the-go data collection and syncing.



Scope of Work

PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and Town of Flower Mound, TX (“**Client**”).

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client’s** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA’s Responsibilities (“Services”):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA’s Solution for Potable Water:

- **Results through Map Visualization:** A GIS layer containing the likely leak locations, in the form of highlighted pipe segments, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect Licenses:** Provided for U-Collect (allows field technician to collect data in the field). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- **Initial Field Deployment:** ASTERRA will provide a certified subcontracted acoustic leak detection technician to investigate the points of interest, provide a list of verified leaks, and mark them for repair over a five (5) day/ 40-hour period. The leak detection field verification technician(s) is proficient and experienced in using and operating acoustic equipment. The technician(s) should be provided with all the needed tools to access the listening points. Throughout the five (5) day/40-hour field implementation period, it is estimated that the technician(s) will investigate between 20 and 30 likely leak locations.
- **Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only):** Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- **Optional: ASTERRA MasterPlan Pipe Deficiency Map,** provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- **Optional: ESRI Arc GIS Field Maps Integration** – data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

ASTERRA's Solution for Wastewater

- **Results through Map Visualization:** A GIS layer containing the likely leak locations, in the form of highlighted pipe segments, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **Kick-off Meeting:** ASTERRA or ASTERRA-certified team will call a virtual kick-off meeting to discuss the data delivered and demonstrate the usage of the platform.

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect likely leak locations identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific service and to not share the information with any other third party.

Client Responsibilities

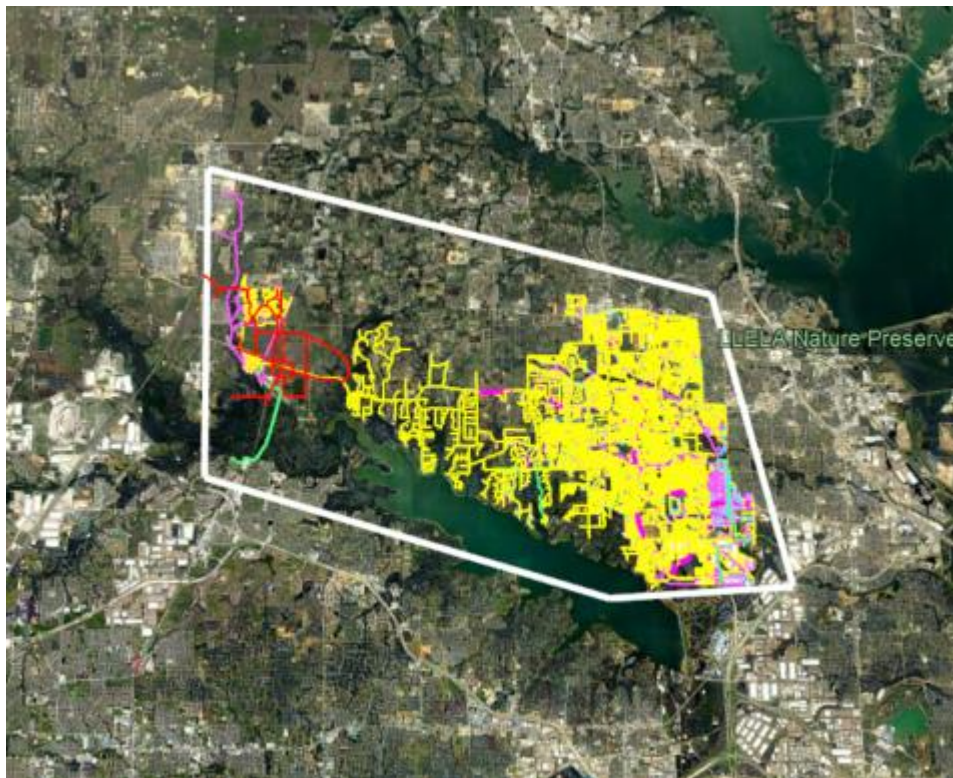
- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify likely leak locations. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify likely leak locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the service life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Area of Interest

Client Services for Potable and Wastewater

Areas of Interest (AOI)

During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, contained to 600 miles of potable mains and service water pipes and 80 miles of wastewater pressurized force mains and sewage lines greater than 10 inches as outlined in the image below:



Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

Service Package

Subscription-Based Service Package

ASTERRA's Recover solution and features are provided via a subscription to EO Discover through the prevent package level of service. Prevent contains specific features designed to meet clients' current and future needs, with additional add-on services available.

Prevent 
2 Satellite Scans and Analyses
4 licenses: EO discover / U-collect App
Base line leak analysis
Leak Locations
Enhanced Recover Analysis
Initial Field Deployment

Always Included: Online support, customized success plan, best practices tutorials

Pricing – Potable and Wastewater

Area of interest (AOI) for analysis:

Potable Water lines: 600 miles

Wastewater lines: 80 miles

Prevent	
Included Annual Services	
2 Satellite Scans and Analyses	
40 hours of Subcontracted Acoustic Leak Detection for Initial Field Deployment	
200 hours of Subcontracted Acoustic Leak Detection	
4 EO Discover and U-Collect Licenses for 12 Months	
Final Program Report	
Total	\$135,500

Proposal is valid until: September 30th, 2025

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.



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

DATE: July 7, 2025

FROM: Paul Henley, Fire Chief

ITEM: Consider approval of the purchase of apparatus upgrades from Siddons Martin Emergency Group to total \$70,843.46; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND: The Fire and Emergency Services Department is requesting to purchase apparatus seat covers and air filtration equipment as a cancer prevention initiative. The seat covers will be utilized in three (3) Engines and one (1) Truck while the air filtration will be installed in all fifteen (15) frontline response vehicles. In addition, the Department is requesting to purchase hose bed dividers for ease of use (hose pulling and storing) and to prevent potential injuries. There are five (5) units that will receive the dividers. Together, these initiatives total an expenditure with Siddons-Martin in the amount of \$70,843.46. This purchase is part of a budget amendment approved by Town Council 6/16/2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: No upgrades will be installed and the safety levels will remain as they currently are.

FISCAL IMPACT: \$70,843.46

Proposed Expenditure/(Revenue)
\$70,843.46

Account Number(s):
319-560-63000-2300

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Siddons Martin Quote #29800 seats E505
2. Siddons Martin Quote #30397 seats T501
3. Siddons Martin Quote #30573 seats E507
4. Siddons Martin Quote #30837 seats E502
5. Siddons Martin Quote #30397 Hose Beds
6. Siddons Martin Quote #700-0030927 filtration upgrade

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



Siddons-Martin Emergency Group
2517 Nail Rd
Krum, TX, 76249
USA
Phone: (940) 382-9600

ESTIMATE

DO NOT PAY

BuyBoard 746-24

Customer info:	Document info:	Unit info:
Flower Mound, Town of	Work order #: 304-0000044524	Job #: 29800
2121 Cross Timbers Road	Estimate date: 6/17/2025	VIN: 4P1BAAFF9HA017061
Flower Mound, TX, 75028	Service advisor: Robert Phillips	Unit: ENGINE 502
USA	(A0D8)	

Line #	Description:				
1	Condition: RECOVER 6 VINYL SEATS Correction: REMOVE SEATS, SUBLET RECOVER, REINSTALL				
	Part description:	Part #:	Qty:	Item price:	Total price:
	SUBLET SEAT RECOVER	SUBLET	1.00	\$2,520.00	\$2,520.00
Labor total: \$2,454.00		Parts total: \$0.00	Sublet total: \$2,520.00	Freight total: \$0.00	Line total: \$4,974.00

Line #	Description:				
2	Condition: QC Correction:				
	Part description:	Part #:	Qty:	Item price:	Total price:
Labor total: \$0.00		Parts total: \$0.00	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$0.00

E505 630004-08

Total of All Services			
Labor total	\$2,454.00	Shop supplies	\$147.24
Parts total	\$0.00	Sublet total	\$2,520.00
Freight total	\$0.00	Sales tax	\$0.00



Siddons-Martin Emergency Group
2517 Nail Rd
Krum, TX, 76249
USA
Phone: (940) 382-9600

ESTIMATE

DO NOT PAY

BuyBoard 746-24

<u>Customer info:</u>	<u>Document info:</u>	<u>Unit info:</u>
Flower Mound, Town of	Work order #: 304-0000044525	Job #: 30397
2121 Cross Timbers Road	Estimate date: 6/17/2025	VIN: 4P1BAAFF1HA017443
Flower Mound, TX, 75028	Service advisor: Robert Phillips	Unit: ENGINE 507
USA	(A0D8)	In / Out
		Hours: 6355/0
		Miles: 47707/0

Line #	Description:				
1	<u>Condition:</u> RECOVER 6 VINYL SEATS				
	<u>Correction:</u> REMOVE SEATS, SUBLET RECOVER, REINSTALL				
	Part description:	Part #:	Qty:	Item price:	Total price:
	SUBLET SEAT RECOVER	SUBLET	1.00	\$2,520.00	\$2,520.00
Labor total: \$2,454.00		Parts total: \$0.00	Sublet total: \$2,520.00	Freight total: \$0.00	Line total: \$4,974.00

Line #	Description:				
2	<u>Condition:</u> QC				
	<u>Correction:</u>				
	Part description:	Part #:	Qty:	Item price:	Total price:
Labor total: \$0.00		Parts total: \$0.00	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$0.00

T501 63000-09

Total of All Services			
Labor total	\$2,454.00	Shop supplies	\$147.24
Parts total	\$0.00	Sublet total	\$2,520.00
Freight total	\$0.00	Sales tax	\$0.00



Siddons-Martin Emergency Group
2517 Nail Rd
Krum, TX, 76249
USA
Phone: (940) 382-9600

ESTIMATE

DO NOT PAY

BuyBoard 746-24

<u>Customer info:</u>	<u>Document info:</u>	<u>Unit info:</u>
Flower Mound, Town of	Work order #: 304-0000044574	Job #: 30573
2121 Cross Timbers Road	Estimate date: 6/17/2025	VIN: 4P1BAAFFXHA017926
Flower Mound, TX, 75028	Service advisor: Robert Phillips	Unit: ENGINE 505
USA	(A0D8)	In / Out
		Hours: 6146/0
		Miles: 52859/0

Line #	Description:				
1	<u>Condition:</u> RECOVER 6 VINYL SEATS				
	<u>Correction:</u> REMOVE SEATS, SUBLET RECOVER, REINSTALL				
	Part description:	Part #:	Qty:	Item price:	Total price:
	SUBLET SEAT RECOVER	SUBLET	1.00	\$2,520.00	\$2,520.00
Labor total: \$2,454.00		Parts total: \$0.00	Sublet total: \$2,520.00	Freight total: \$0.00	Line total: \$4,974.00

Line #	Description:				
2	<u>Condition:</u> QC				
	<u>Correction:</u>				
	Part description:	Part #:	Qty:	Item price:	Total price:
Labor total: \$0.00		Parts total: \$0.00	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$0.00

E507 63000-07

Total of All Services			
Labor total	\$2,454.00	Shop supplies	\$147.24
Parts total	\$0.00	Sublet total	\$2,520.00
Freight total	\$0.00	Sales tax	\$0.00



Siddons-Martin Emergency Group
2517 Nail Rd
Krum, TX, 76249
USA
Phone: (940) 382-9600

ESTIMATE

DO NOT PAY

BuyBoard 746-24

Customer info:	Document info:	Unit info:
Flower Mound, Town of	Work order #: 304-0000044523	Job #: 30837
2121 Cross Timbers Road	Estimate date: 6/17/2025	VIN: 4P1BCAGF4JA018438
Flower Mound, TX, 75028	Service advisor: Robert Phillips	Unit: TRUCK 501
USA	(A0D8)	

Line #	Description:				
1	Condition: RECOVER 6 VINYL SEATS Correction: REMOVE SEATS, SUBLET RECOVER, REINSTALL				
	Part description:	Part #:	Qty:	Item price:	Total price:
	SUBLET SEAT RECOVER	SUBLET	1.00	\$2,520.00	\$2,520.00
Labor total: \$2,454.00		Parts total: \$0.00	Sublet total: \$2,520.00	Freight total: \$0.00	Line total: \$4,974.00

Line #	Description:				
2	Condition: QC Correction:				
	Part description:	Part #:	Qty:	Item price:	Total price:
Labor total: \$0.00		Parts total: \$0.00	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$0.00

E502 63000-04

Total of All Services			
Labor total	\$2,454.00	Shop supplies	\$147.24
Parts total	\$0.00	Sublet total	\$2,520.00
Freight total	\$0.00	Sales tax	\$0.00



Siddons-Martin Emergency Group
2517 Nail Rd
Krum, TX, 76249
USA
Phone: (940) 382-9600

ESTIMATE

DO NOT PAY

BuyBoard 746-24

Customer info:

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

Document info:

Work order #: 304-0000041122
Estimate date: 6/17/2025
Service advisor: Robert Phillips
(A0D8)

Unit info:

Job #: 30397
VIN: 4P1BAFF1HA017443
Unit: ENGINE 507
In / Out
Hours: 6355/0
Miles: 47707/0

Line # Description:
1 **Condition:** CUSTOMER REQUEST ADD HOSE BED DIVIDER FOR 5 ENGINES.
Correction:

Part description:	Part #:	Qty:	Item price:	Total price:
HOSEBED DIVIDER	NPN	5.00	\$3,127.81	\$15,639.05
FREIGHT ESTIMATE	FREIGHT	1.00	\$500.00	\$500.00
6525-MTG KIT,HB DIVIDER (1) KIT PER DIVIDER	1613197	5.00	\$190.41	\$952.03

Labor total: \$2,706.25	Parts total: \$16,591.08	Sublet total: \$0.00	Freight total: \$500.00	Line total: \$19,797.33
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Line # Description:
2 **Condition:** QC
Correction:

Part description:	Part #:	Qty:	Item price:	Total price:
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Labor total: \$0.00	Parts total: \$0.00	Sublet total: \$0.00	Freight total: \$0.00	Line total: \$0.00
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E501 63000-12
E502 63000-04
E503 63000-11
E505 63000-08
E507 63000-07

Total of All Services

Labor total	\$2,706.25	Shop supplies	\$250.00
Parts total	\$16,591.08	Sublet total	\$0.00
Freight total	\$500.00	Sales tax	\$0.00



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Flower Mound FD
3911 S. Broadway Ave
Flower Mound, TX, 75028
USA

Document Info:

Quote #: 700-0030927
Taken By: Tyler Ramsey
Expiration Date: 07/18/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
186726	CREWPROTECT 12VDC ACTIVE CAB AIR FILTRATION UNIT CC-300	9.00 / EA	1,734.60	15,611.40
253801	TFT-CREW PROTECT 50 WHITE CAB AIR 50CFM DECONTAMINATION UNIT CC-050	6.00 / EA	1,359.96	8,159.76
254735	Install Estimate at Siddons- Martin shop MISC-700	1.00 / EA	6,500.00	6,500.00
300212	BUYBOARD #698-23 BUYBOARD	1.00 / EA	0.00	0.00
300056	FREIGHT FREIGHT	1.00 / EA	40.00	40.00

E501 63000-12	M501 61000-13
E502 63000-04	M502 61000-12
E503 63000-11	M503 61000-14
E505 63000-08	M504 61000-06
E506 63000-19	M505 61000-07
E507 63000-07	M506 61000-11
T501 63000-09	
T504 63000-13	
SPEC OPS 63000-24	

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$30,271.16	Sublet total	\$0.00
Freight total	\$ 40.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$30,311.16



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

DATE: July 7, 2025
FROM: Manuel Palacios, Assistant Director of Public Works
ITEM: **Consider approval of the purchase of Concrete Pavement Crack & Joint Sealant Services from Curtco, Inc., through City of Grand Prairie contract #21119, in the estimated amount of \$469,785.25.**

BACKGROUND: This item is to approve the purchase of pavement crack & joint sealing services for the Street Services division, using the City of Grand Prairie's contract #21119 with Curtco, Inc. Each fiscal year, funds are allocated through the Street Services division's budget for pavement crack and joint sealing in areas where the concrete pavement has cracked and/or joints have separated, creating intrusion of surface water and causing damage to the pavement subgrade. Public Works will use the City of Grand Prairie contract with Curtco to provide pavement crack and joint sealant services on two major roadways (Morris Road and College Parkway). Curtco, Inc. has provided the Town with this service in the past, and staff is confident of their ability to perform this service satisfactorily.

The City of Grand Prairie contract is a one (1) year period that was awarded by their Council on August 17, 2021, and consists of four (4) optional one-year renewal periods. Staff will use the contract, which our records show that this contract is due to expire on 08/31/2025, with two (2) renewal options remaining.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and Grand Prairie entered into an interlocal agreement effective May 3, 2010. The initial term of the agreement was one year, and it automatically renews annually, unless cancelled by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not approving this would result in continued pavement deterioration due to the intrusion of moisture into non-sealed pavement joints.

FISCAL IMPACT: \$469,785.25

Proposed Expenditure/(Revenue)
\$469,785.25

Account Number(s):
560-220-00000-6160

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Joint Seal Estimate - Curtco

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

Curteo Inc.
6133 Hwy 27
Center Point, TX 78010
Phone: 830-634-3434

Quote

July 20th, 2025

The Town of Flower Mound

c/o Manny Palacios
c/o Keith Gabbard

RE: Morris Rd. & College PKWY

City of Grand Prairie Contract # 21119 (TOFM # 2023-9-1)

Concrete Joint and Crack Cleaning and Sealing with Dust Control

- o Morris Rd (From Big Canyon Dr. to FM 1171)

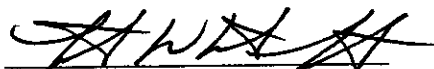
133,986 LF @ \$2.75/LF	\$368,461.50
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- o College Parkway (From Morris Rd. to Kirkpatrick Ln.)

36,986 LF @ \$2.75/LF	\$101,323.75
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Total Quote

\$469,785.25


Curtis Wheatcraft



TOWN COUNCIL AGENDA J.8. CONSENT ITEM(S)

DATE: July 7, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of a Resolution authorizing the application of a grant proposal to the Texas Parks and Wildlife Department, for funding assistance for the development of Leonard and Helen Johns Community Park; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND: Each year, the Texas Parks and Wildlife Department (TPWD) advertises its Local Parks Non-Urban Outdoor Recreation Grant Program. The deadline for application for funding through this grant is August 1, 2024. The Local Parks Non-Urban Outdoor Recreation Grant Program provides 50% matching fund grant assistance (up to \$750,000.00) for acquisition, development, and renovation of public recreation areas and facilities. Leonard and Helen Johns Community Park is a 38.11-acre park located at 1850 Timber Creek Road. The master plan for Leonard and Helen Johns Community Park was recommended by the Parks Board on May 19, 2025. Funds to assist in the development of the park are scheduled to be appropriated in the FY25-26.

Requirements for application of a TPWD Grant include a resolution authorizing application for the grant. Sponsors requesting assistance for grant funds must submit an application to TPWD and have it approved prior to any construction activities for which assistance is requested. The maximum amount which may be requested for assistance is \$750,000 in matching grant funds. Projects must be operated and maintained for the purposes intended throughout the expected lifetime of the facilities, minimum of 25 years, by the Town. The Town's local match must be documented by letters of commitment and provide documentation of legal control of the project site. TPWD will announce recommendations to fund individual projects sometime in early-to-mid 2026.

BOARD REVIEW/CITIZEN FEEDBACK: The master plan for Leonard and Helen Johns Community Park was recommended for Town Council approval and adoption by the Parks Board on May 1, 2025.

ALTERNATIVES: The Town Council can decide not to submit a grant application at this time.

FISCAL IMPACT: \$750,000

Proposed Expenditure/(Revenue)
\$750,000

Account Number(s):
Bond Funds

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

ATTACHMENTS:

1. Local Park Grant Program Resolution

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

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

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING THE DIRECTOR OF PARKS AND RECREATION AS THE TOWN'S REPRESENTATIVE TO WORK WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT FOR THE PURPOSE OF SUBMITTING AN APPLICATION FOR THE TEXAS PARKS & WILDLIFE LOCAL PARKS – NON-URBAN OUTDOOR GRANT FOR THE DEVELOPMENT OF LEONARD AND HELEN JONHS COMMUNITY PARK; CERTIFYING THAT THE TOWN IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE TOWN'S MATCHING SHARE IS AVAILABLE IN CURRENT FUNDS; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC AND RECREATIONAL USES; 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 Texas Local Government Code; and,

WHEREAS, the Town desires to apply for a Texas Parks & Wildlife Local Parks – Non-Urban Outdoor Grant Program (the "Program") in order to develop Leonard and Helen Johns Community Park in the Town; and,

WHEREAS, the Town is eligible to receive assistance under the Program; and,

WHEREAS, the Town desires to designate the Director of Parks and Recreation as its representative to work with the Texas Parks & Wildlife (the "Department") concerning the Program;

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

SECTION 1

The Town designates the Director of Parks and Recreation to work with the Department for the purpose of submitting an application for the Program for the development of Leonard and Helen Johns Community Park.

SECTION 2

The Town certifies that it is eligible to receive assistance under the Program, and that notice of the application has been posted according to local requirements.

SECTION 3

The Town certifies that its matching share for this application is readily available at this time.

SECTION 4

The Town specifically authorizes the Director of Parks and Recreation to file the Program application with the Department concerning Leonard and Helen Johns Community Park in the Town for use as a park site, and the site is hereby dedicated for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

SECTION 5

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 7th DAY OF JULY, 2025.

APPROVED:

Cheryl Moore, Mayor

ATTEST:

Traci Henderson, Town Secretary



TOWN COUNCIL AGENDA J.9. CONSENT ITEM(S)

DATE: July 7, 2025
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of a Resolution of the Town Council of the Town of Flower Mound, Texas, amending Resolution 02-24, Section 2, Meetings, Quorum pertaining to the meeting date of the Historical Commission, and providing an effective date of September 1, 2025.**

BACKGROUND: On April 10, 2025, The Historical Commission recommended to move their meeting date from the second Thursday of the month to the third Tuesday of the month by a vote of 8 - 0. This recommendation was brought before the Town Council during the May Work Session on May 15, 2025. The Historical Commission would like to formally change this time through the passing of a resolution to amend Resolution No. 02-24 which established the Historical Commission.

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended to move their meeting date from the second Thursday of the month to the third Tuesday of the month by a vote of 8 - 0.

ALTERNATIVES: N/A

FISCAL IMPACT: NA

LEGAL REVIEW: Marc Cavazos, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Historical Commission Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 2, "MEETINGS, QUORUM" OF RESOLUTION NO. 02-24 OF THE TOWN OF FLOWER MOUND, TEXAS, UPDATING THE DATE OF THE HISTORICAL COMMISSION'S REGULAR MEETING; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CALUSE; 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 previously passed Resolution No. 02-24 creating a Town Historical Commission (the "Commission") and setting the regular meeting for the Commission on the second Thursday of each month at 6:30 p.m.; and,

WHEREAS, the Historical Commission and the Town Council now desire to change the regular meeting date to the third Tuesday of the month at 6:30 p.m.

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

SECTION 1

Section 2(1), "Meetings, Quorum" of Resolution No. 02-24 of the Town of Flower Mound, Texas is hereby amended to read as follows: **Section 2 Meetings, Quorum.** The Commission shall meet on the third Tuesday of each month at 6:30 p.m. at Town Hall, Jody Smith Hall, 2121 Cross Timbers Rd, Flower Mound, Texas, unless there is no Commission business at hand."

SECTION 2

All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 3

It is hereby declared to be the intention of Town Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any

phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the Town Council without the incorporation in this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4

This Resolution shall be in full force and effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 7th DAY OF JULY.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY



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

DATE: July 7, 2025
FROM: Sarah Luxton, Senior Management Analyst
ITEM: **Consider approval of a Resolution creating the Town of Flower Mound Tree Rebate Program.**

BACKGROUND: The Town of Flower Mound passed the 24-25 Strategic Plan which includes Objective 1: Protect and Expand the Town's Tree Canopy. The second initiative 1.2 is to "Encourage Residents to Plant New Trees" by developing a residential tree rebate program and increasing the number of trees given away. Strategic Services will be presenting a potential Tree Rebate Program to the Town Council to receive program feedback and approval to move forward with the program. This presentation was recently presented to the Environmental Conservation Commission (ECC) on June 2, 2025 for feedback.

The Tree Rebate Program will provide residents with the opportunity to receive a rebate on approved trees that are planted in the Town of Flower Mound. These trees must be purchased between October 1st and May 1st. Trees must also be at least 5 gallons in size; however, larger trees will qualify for a larger rebate value. Trees must be planted within 30 days of purchase on Flower Mound property. Applicants are able to purchase up to five trees with a maximum rebate value of \$500 in their application. Applicants will be required to submit documentation in their rebate application that shows proof of purchase. These funds will be administered on a first-come, first-served basis. Once an application has been approved, a check will be sent to the applicant. This program will continue until May 30, or until allocated funds for the program have been exhausted. Additional information on planting requirements, as well as a list of approved trees can be found in Exhibit A of the Resolution.

BOARD REVIEW/CITIZEN FEEDBACK: This presentation was recently presented to the Environmental Conservation Commission (ECC) on June 2, 2025 for feedback.

ALTERNATIVES: N/A

FISCAL IMPACT: \$10,000

Proposed Expenditure
\$10,000

Account Number(s):
311-460-36000-5110

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

ATTACHMENTS:

1. Tree Rebate Resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE INITIATION OF A TREE REBATE PROGRAM FOR THE PURPOSE OF INCREASING TREE CANOPY WITHIN THE CORPORATE LIMITS OF THE TOWN; IDENTIFYING A FUNDING SOURCE FOR SAID PROGRAM; 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 established an objective to protect and expand the Town’s tree canopy in the Town’s 2024-2025 Strategic Plan (the “Plan”); and,

WHEREAS, the Plan further establishes an initiative to encourage residents to plant new trees through the development of a residential tree rebate program; and,

WHEREAS, the Town Council finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to establish procedures for said tree rebate program;

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

SECTION 1

The Tree Rebate Program attached hereto as Exhibit “A” and incorporated herein by reference is hereby authorized by the Town Council of the Town in accordance with the Town’s 2024-2025 Strategic Plan.

SECTION 2

The Tree Rebate Program shall be funded by the Town’s existing Tree Preservation Fund, subject to the Town Council’s approval of a budget allocating funds for this purpose.

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 7TH DAY OF JULY, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Traci Henderson, TOWN SECRETARY

EXHIBIT A – TREE REBATE PROGRAM**Purpose**

The Town of Flower Mound Tree Rebate Program is designed to enhance the Town's tree canopy by providing financial incentives to residents for planting approved native or adaptive tree species within Town limits. This initiative promotes environmental sustainability, improves air quality, and enhances the aesthetic appeal of our community.

Program Overview

- **Eligibility:** Open to all Flower Mound residents.
- **Program Duration:** Annually from October 1 to May 30 (trees must be purchased by May 1), or until allocated funds are exhausted.
- **Funding:** Administered on a first-come, first-served basis.

Rebate Tiers for Residents

Tree Size	Maximum Quantity	Minimum Purchase Price per Tree	Rebate per Tree
5-gallon	5	\$50	\$50
15-gallon	5	\$100	\$100
30-gallon	2	\$250	\$250

Application Process

1. **Purchase:** Buy qualifying trees between October 1 and May 1.
2. **Planting:** Plant trees within 30 days of purchase on property owned by the applicant or for which the applicant has authority from the owner to plant such trees.
3. **Documentation:** Retain receipts/invoices detailing the date of purchase, supplier information, tree size, and photos of the planted tree.
4. **Submission:** Complete the online application form and upload the necessary documentation.
5. **Rebate:** Upon approval, rebates will be issued as a check.

Guidelines & Restrictions

- **Location:** Trees must be planted within the Town of Flower Mound's limits.
- **Property Ownership:** Applicants must own the property where trees are planted or provide to the Town proof of written consent to plant the trees from the property owner.
- **Planting Restrictions:**
 - Do not plant within 10 feet of building foundations.

- Avoid utility easements and areas that may obstruct traffic visibility.
- For trees expected to exceed 25 feet in height, plant at least 20 feet away from overhead utility lines.
- Comply with the provisions of Chapter 94, “Trees,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas to the extent applicable.
- **Utility Notification:** Before digging, contact Texas 811 by calling 811 or visiting texas811.org to locate underground utilities.
- **Exclusions:** Rebates are not applicable for trees planted to meet town landscaping requirements or mitigation obligations.

Approved Tree Species

The following native and adapted tree species are approved for the Town of Flower Mound Tree Rebate Program. These species are well-suited to our local climate and soil conditions, promoting sustainable landscaping practices.

Small Trees (Typically under 25 feet at maturity)

- **Carolina Buckthorn** (*Rhamnus caroliniana*)
- **Redbud** (*Cercis canadensis*)
- **Mexican Plum** (*Prunus mexicana*)
- **Possumhaw** (*Ilex decidua*)
- **Yaupon Holly** (*Ilex vomitoria*)
- **Texas Buckeye** (*Aesculus glabra* var. *arguta*)
- **Eve's Necklace** (*Styphnolobium affine*)
- **Chickasaw Plum** (*Prunus angustifolia*)

Medium Trees (Approximately 25–50 feet at maturity)

- **Slippery Elm** (*Ulmus rubra*)
- **Winged Elm** (*Ulmus alata*)
- **Blackjack Oak** (*Quercus marilandica*)
- **Western Soapberry** (*Sapindus drummondii*)
- **Cedar Elm** (*Ulmus crassifolia*)
- **Persimmon species** (*Diospyros texana*)
- **Sweetgum** (*Liquidambar styraciflua*)
- **Chittamwood** (*Gum Bumelia*)
- **Post Oak** (*Quercus stellata*)

Large Trees (Typically over 50 feet at maturity)

- **Shumard Oak** (*Quercus shumardii*)
- **Texas Red Oak** (*Quercus buckleyi*)
- **Water Oak** (*Quercus nigra*)
- **Bur Oak** (*Quercus macrocarpa*)

- **American Elm** (*Ulmus americana*)
- **Pecan** (*Carya illinoensis*)
- **Hickories** (*Carya*)
- **Bald Cypress** (*Taxodium distichum*)
- **Pine species** (*Pinus elliotii*)
- **Sycamore** (*Plantanus occidentalis*)
- **Black Walnut** (*Juglans nigra*)
- **Southern Live Oak** (*Quercus virginiana*)
- **Chinquapin Oak** (*Quercus muehlenbergii*)
- **Magnolia** (*Magnolia grandiflora*)
- **Ash species** (*Fraxinus americana*)

*Note: When selecting a tree species, consider the specific conditions of your planting site, including soil type, sunlight exposure, and available space. For more detailed information on each species and planting guidelines, please visit the Town's [Choosing & Planting Trees](#) page.

Contact Information

For questions or assistance with the Tree Rebate Program:

- **Email:** environmentalservices@flower-mound.gov
- **Phone:** (972) 874-6340
- **Address:** Town of Flower Mound Environmental Services, 2121 Cross Timbers Rd, Flower Mound, TX 75028



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

DATE: July 7, 2025
FROM: Claire Barnes, Senior Planner
ITEM: **Public Hearing to consider a request for a Site Plan (SP24-0013 - Flower Mound Hindu Temple) to create a religious assembly/institution use with an exception to Section 82-302, Compatibility buffer, of the Code of Ordinances, and 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 west of Old Settlers Road and south of Peters Colony Road. (Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 23, 2025, meeting)**

BACKGROUND:

- Size – 2.188 acres
- Zoning – Agricultural & PD-18 with detached-medium density uses
- Proposed Use – Religious assembly/institution
- Building Size - 9,145 square-feet (one-story)
- SMARTGrowth – N/A, review not triggered
- Traffic Analysis – N/A, review not triggered. While Institutional uses are technically exempt from SMARTGrowth Transportation Analysis requirements, an analysis was performed based on the number of possible seats in the main sanctuary; which found the trips generated would be less than 5% of the capacity of Old Settlers, so it would pass SMARTGrowth.
- Exceptions – Exception to Section 82-302 of the Town Code, “Compatibility buffer,” and Section 98-1163(5) of the Town Code, “Roofs and pitch”
- Incentives – None requested
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its June 23, 2025, meeting. During deliberation, in response to resident concerns, Commissioner Harris asked the applicant’s representative if evergreen trees could be included in the compatibility buffer to provide year-round screening. Applicant agreed and revised the landscape plans to incorporate evergreen trees within the eastern buffer. All proposed trees in the buffer are evergreen except for the three existing American elms. The updated plans are included as an attachment to this report.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

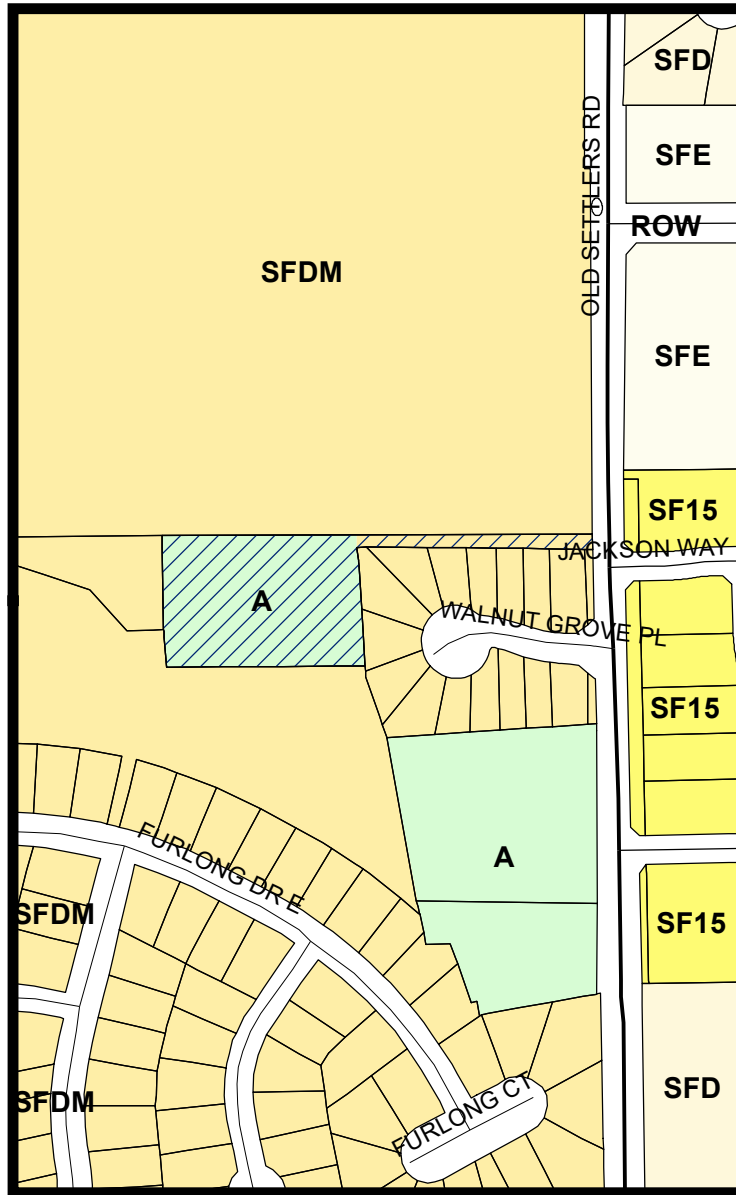
ATTACHMENTS:

1. Zoning & Aerial Map
2. Updated Landscape Plans - Phases 1 & 2

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

Vicinity Map

SP24-0013: Flower Mound Hindu Temple



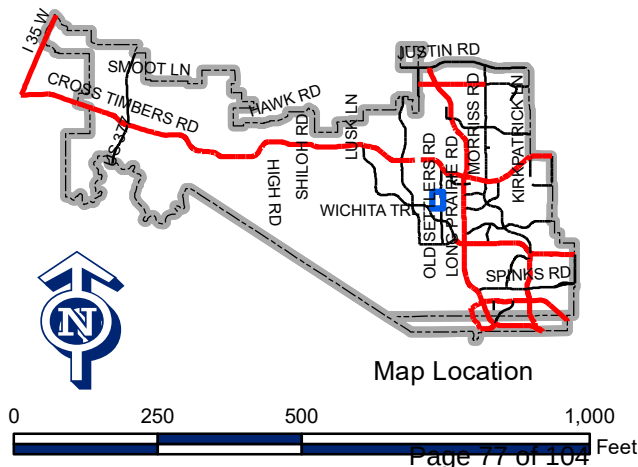
LEGEND

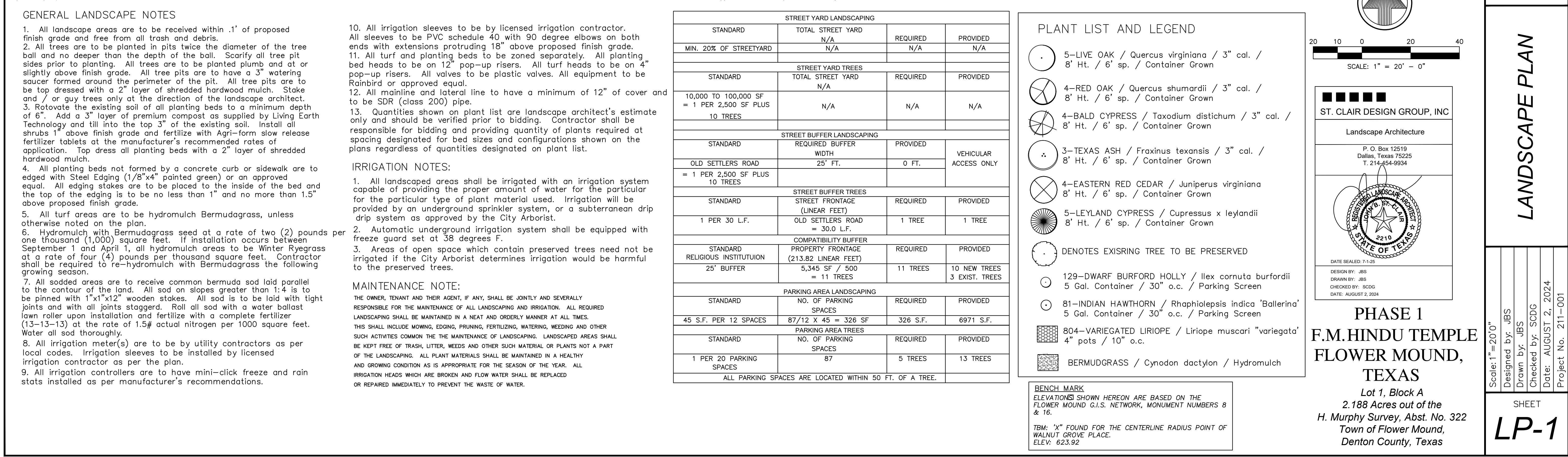
- Agriculture
- Single Family 15
- Single Family Density Medium
- Single Family Detached
- Single Family Estate

— Subject Property

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

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.







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

DATE: July 7, 2025
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP24-0014) for three (3) specimen trees on the property known as Flower Mound Hindu Temple for the proposed development. The property is generally located west of Old Settlers Road and south of Peters Colony Road. (The Environmental Conservation Commission recommended approval by a vote of 5 to 1 at their April 1, 2025, meeting.)**

BACKGROUND: The proposed Flower Mound Hindu Temple project is generally located west of Old Settlers Road and south of Peters Colony Road. The site is approximately 2.2 acres in size and is zoned for agricultural uses and proposed for religious assembly/institution use.

A tree survey conducted for this project identified a total of five (5) specimen trees on this site. The applicant is requesting approval for the removal of three (3) specimen trees to facilitate the development. The Environmental Conservation Commission recommended approval by a vote of 5 to 1 at their April 1, 2025, meeting. The specimen trees proposed for removal are in good to fair condition and situated within the proposed buildable area.

The following is a list of the three (3) specimen trees being requested for removal:

- Tree #1620 – 35" post oak (good condition)
- Tree #1630 – 47" post oak (multi-trunk, fair condition)
- Tree #1640 – 27" pecan (good condition)

In accordance with the Town's tree ordinance, the removal of specimen trees requires mitigation at a rate of twice their caliper inches. Based on their combined size, 218" of replacement trees, equaling seventy-three (73) three-inch caliper trees, will be required for the three (3) specimen trees being requested for removal on this site. Additionally, any protected trees removed from the buildable area will require one-to-one replacement. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its April 1, 2025, meeting. The ECC recommended approval of the requested permit by a vote of 5 to 1. The ECC meeting can be viewed at [Apr 01, 2025 Environmental Conservation Commission - Flower Mound, TX](#).

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. Tree Removal Application
2. Letter of Intent
3. Tree Survey
4. Pictures of Specimen Trees

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



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

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

Name:

Matthew Clemons, RCA #623 - TX1340 (ISA)

Registered Arborist

Address:

3000 S. Hulen St. Suite 124-401

Fort Worth, TX 76109

Phone:

Applicant's Legal Interest in the Property:

Certified Arborist

2. Property Owner(s)

Name(s): Flower Mound Hindu Temple

Address: 3325 Long Prairie Rd.

Flower Mound, TX 75022

3. Location and Legal Description of Property:

3131 Old Settlers Rd., Flower Mound, TX 75022

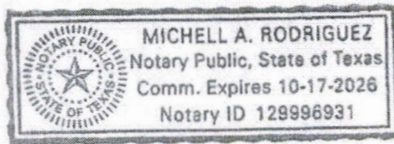
New Covenant Baptist Church Addition Blk A, Lot 1

4. Owner's Authorization of Representation

I, Venkatesh BOMMA, the owner of the above described real property, do hereby authorize Matthew Clemons 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.

Venkatesh

Signature of Owner



Given Under My Hand and Seal of Office
This the 2nd Day of December, 2024

Michell A Rodriguez

Notary Public

In and For Dallas County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I Matthew Clemons, 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.

Matthew Clemons

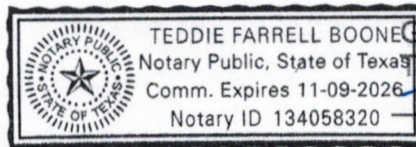
Signature of Applicant

Landscape Architect License No. _____

State of Licensure _____

Or ISA Certified Arborist No. 1340 A

Or Certified Forester No. _____



Given Under My Hand and Seal of Office
This the 2 Day of December, 2024

Teddie Boone

Notary Public

In and For Tarrant County, Texas

6. Received by Town of Flower Mound on (Date) 12/3/2024 by
(initials) js.

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).



Matthew Clemons, RCA
3000 S. Hulen St. #124-401
Fort Worth, TX 76109
817-975-1114

December 2, 2024

Town of Flower Mound Environmental Services
2121 Cross Timbers Rd.
Flower Mound, TX 75028

RE: Flower Mound Hindu Temple; SPECIMEN TREE REMOVALS

To Whom it May Concern:

I am requesting a permit for the removal of specimen category trees at the following project:

Flower Mound Hindu Temple; 3131 Old Settlers Rd.

Three specimen trees, found in the Tree Survey plan sets identified as #1620, #1630 and #1640, will need to be removed for the following reasons:

- Placement of required parking spaces precludes tree preservation candidacy. (Trees # 1630, 1640.)
- Placement of improved surfacing for site ingress and egress. (Tree # 1620.)

Thank you for your consideration in this matter.

Respectfully,

Matthew Clemons, RCA 623
ISA Certified; TX-1340A



Matthew Clemons, RCA
3000 S. Hulen St. #124-401
Fort Worth, TX 76109
817-975-1114

December 2, 2024

RE: Flower Mound Hindu Temple; SPECIMEN TREE PHOTOS

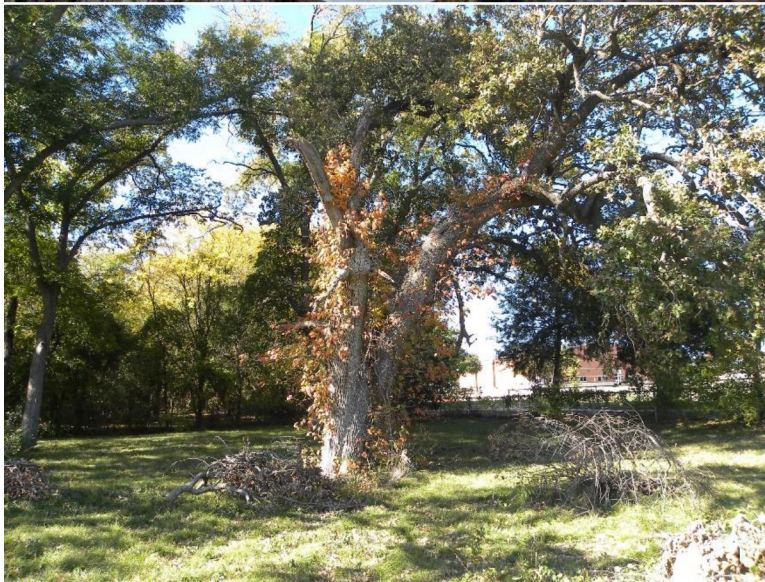
Tree # 1620





Matthew Clemons, RCA
3000 S. Hulen St. #124-401
Fort Worth, TX 76109
817-975-1114

Tree # 1630

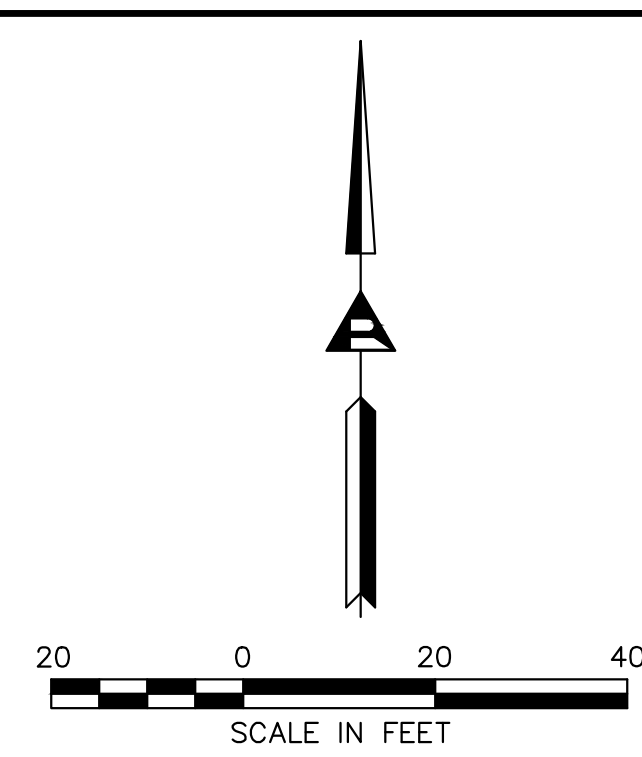




Matthew Clemons, RCA
3000 S. Hulen St. #124-401
Fort Worth, TX 76109
817-975-1114

Tree # 1640





No.	Date	Revisions	App.

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds
Lewisville, Texas 75007

Lone, Suite 101
Tel. No. (972) 353-8000
Fax No. (972) 353-8011



TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	PROTECTED / SPECIMEN	LOCATION	STATUS	CONDITION	CANOPY RADIAL	CANOPY SF SPREAD
1620	35	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	REMOVE	FAIR	12	452.16
1623	11	WATER OAK / QUERCUS NIGRA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	8	200.96
1624	10.5	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	8	200.96
1625	14	BLACK WALNUT / JUGLANS NIGRA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1626	10	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	POOR	8	200.96
1627B	6	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	POOR	8	201
1629	14.5	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1630	47	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	REMOVE	FAIR	18	1017.36
1631	25	PECAN / CARYA ILLINOINENSIS	SPECIMEN	BUILDABLE AREA	PRESERVE	FAIR	14	615.44
1632	17	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR	12	452.16
1634	18	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1637	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	FAIR	12	452.16
1638	18.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	12	452.16
1639	17	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1640	27	PECAN / CARYA ILLINOINENSIS	SPECIMEN	BUILDABLE AREA	REMOVE	GOOD	14	615.44
1641	14	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1642	15.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1647	17.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	12	452.16
1653A	14	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	14	615.44
1653B	15	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	14	615.44

FM HINDU TEMPLE
FLOWER MOUND, TEXAS

TREE SURVEY

Scale:	1"=20'
Designed by:	JRK
Drawn by:	JWH
Checked by:	JRK
Date:	JUNE 9, 2025
Project No.	211-001

SHEET
TS-1

TAG NO.	CALIPER (IN.)	COMMON NAME / BOTANICAL NAME	PROTECTED / SPECIMEN	LOCATION	STATUS	CONDITION	CANOPY RADIAL	CANOPY SF SPREAD
1620	35	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	REMOVE	FAIR	12	452.16
1623	11	WATER OAK / QUERCUS NIGRA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	8	200.96
1624	10.5	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	8	200.96
1625	14	BLACK WALNUT / JUGLANS NIGRA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1626	10	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	POOR	8	200.96
1627B	6	AMERICAN ELM / ULMUS AMERICANA	PROTECTED	BUILDABLE AREA	REMOVE	POOR	8	201
1629	14.5	CEDAR ELM / ULMUS CRASSIFOLIA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1630	47	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	REMOVE	FAIR	18	1017.36
1631	25	PECAN / CARYA ILLINOINENSIS	SPECIMEN	BUILDABLE AREA	PRESERVE	FAIR	14	615.44
1632	17	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	PRESERVE	FAIR	12	452.16
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1637	22	POST OAK / QUERCUS STELLATA	SPECIMEN	BUILDABLE AREA	PRESERVE	FAIR	12	452.16
1638	18.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	12	452.16
1639	17	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1640	27	PECAN / CARYA ILLINOINENSIS	SPECIMEN	BUILDABLE AREA	REMOVE	GOOD	14	615.44
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1642	15.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	FAIR	10	314
1647	17.5	POST OAK / QUERCUS STELLATA	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	12	452.16
1653A	14	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	14	615.44
1653B	15	PECAN / CARYA ILLINOINENSIS	PROTECTED	BUILDABLE AREA	REMOVE	GOOD	14	615.44

Tree Mitigation Summary

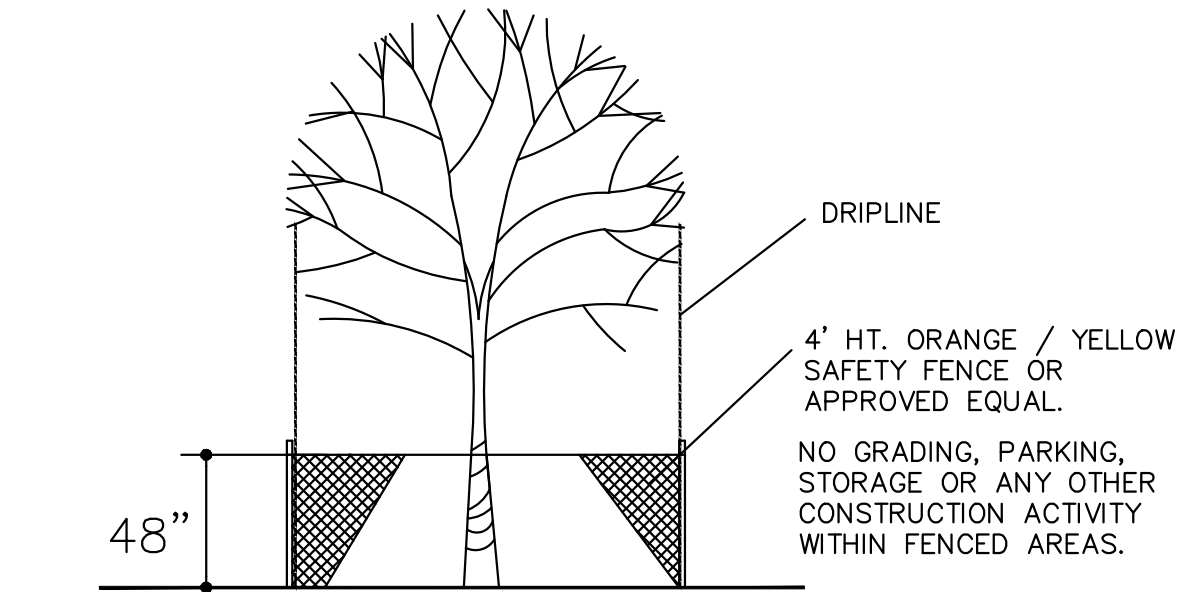
PROTECTED TREE MITIGATION:	
TOTAL PROTECTED TREES ONSITE:	15
TOTAL PROTECTED TREES TO BE REMOVED:	14
TOTAL PROTECTED TREES TO REMAIN:	1
TOTAL PROTECTED TREE MITIGATION W/IN B.A.:	14 3" CAL TREES
(-) LESS B.A. PROTECTED TREE PRESERVATION CREDITS (NON-ESA):	1
TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	13 3" CAL TREES

SPECIMEN TREE MITIGATION:	
TOTAL SPECIMEN TREE CAL. INCHES ON SITE:	156
TOTAL SPECIMEN TREE CAL. INCHES TO BE REMOVED:	109
TOTAL SPECIMEN TREE MITIGATION REQUIRED (NON-ESA):	73 3" CAL TREES
(-) LESS B.A. SPECIMEN TREE PRESERVATION CREDITS (NON-ESA):	11
(+) TOTAL PROTECTED TREE REPLACEMENTS REQUIRED:	13 3" CAL TREES
TOTAL MITIGATION REQUIREMENTS:	75 3" CAL TREES
CASH IN-LIEU OF PLANTING (\$600/3" CAL. TREE):	\$45,000.00

Tree #1630 is a multi-trunk tree

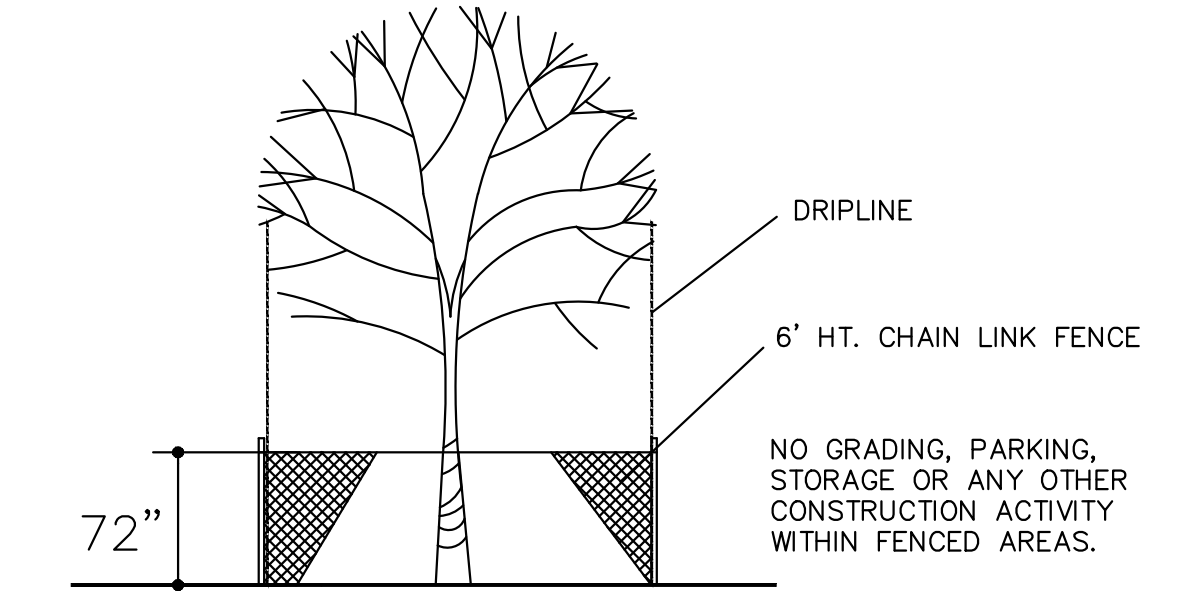
Tree mitigation is intended to be made by fee in lieu of planting tree replacements. Also, the developer has the option to plant additional trees to offset tree mitigation fee by submitting a revised landscape plan showing additional trees being planted.

A check will need to be remitted to the town for \$45,000.00 at the pre-con meeting for the tree mitigation (75 trees x \$600/3" tree).



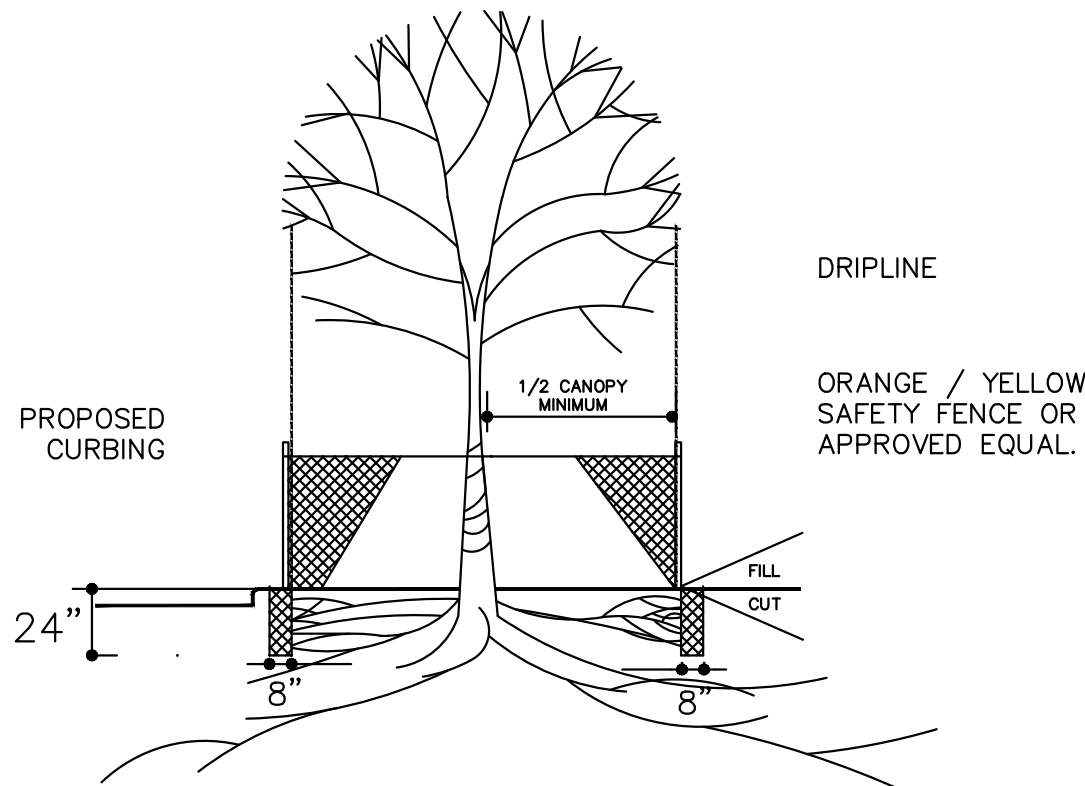
Minimum Tree Protection- Protected Trees

N.T.S.



Minimum Tree Protection- Specimen Trees

N.T.S.



- HAND DIG TRENCH (NO MECHANICAL TRENCHES)
- CUT ROOTS WITH A SHARP TOOL
- BACKFILL WITH EXISTING SOIL
- PERFORM ROOT PRUNING A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION

Root Pruning Detail

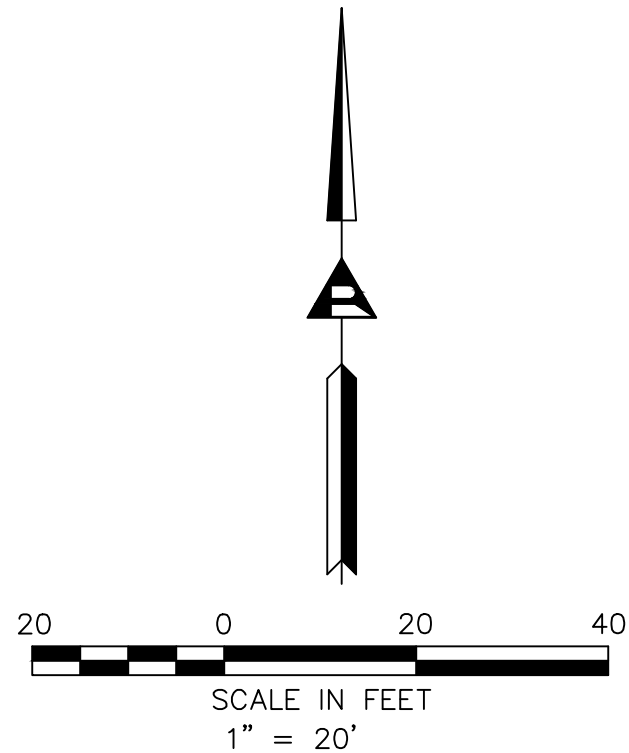
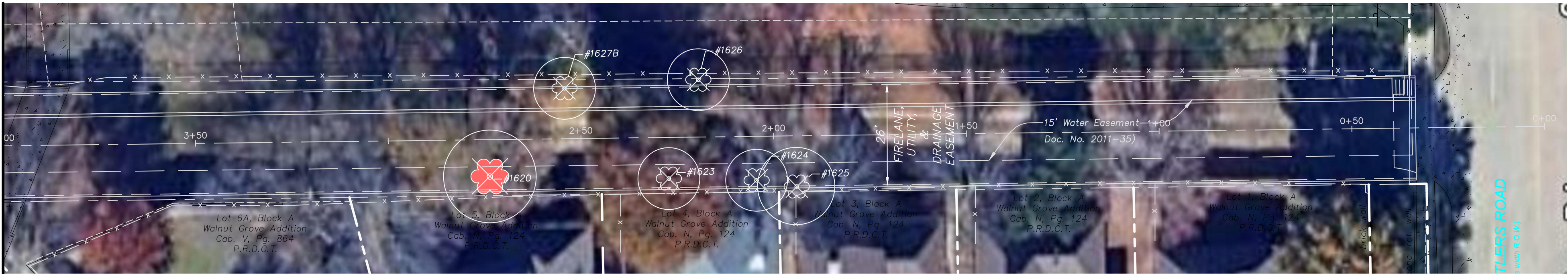
N.T.S.

Tree Preservation Notes

- CONTRACTOR AND DEVELOPER SHALL ADHERE TO THE FOLLOWING TREE PROTECTION MEASURES:
1. PRIOR TO GRADING, BRUSH REMOVAL, OR CONSTRUCTION, THE DEVELOPER SHALL CLEARLY TAG OR MARK ALL TREES TO BE PRESERVED.
 2. THE DEVELOPER SHALL ERECT A PLASTIC MESH FENCE A MINIMUM OF FOUR (4) FEET IN HEIGHT AROUND EACH TREE OR GROUP OF TREES TO PREVENT THE PLACEMENT OF DEBRIS OR FILL WITHIN THE DRIP LINE.
 3. DURING THE CONSTRUCTION PHASE OF DEVELOPMENT, THE DEVELOPER SHALL PROHIBIT CLEANING, PARKING OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY TREE OR GROUP OF TREES BEING PRESERVED. THE DEVELOPER SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., IN THE CANOPY AREA.
 4. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
 5. NO FILL OR EXCAVATION MAY OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED UNLESS THERE IS A SPECIFIC APPROVED PLAN FOR USE OF TREE WELLS OR RETAINING WALLS. MAJOR CHANGES OF GRADE (SIX (6) INCHES OR GREATER) WILL REQUIRE ADDITIONAL MEASURES TO MAINTAIN PROPER OXYGEN AND WATER EXCHANGE WITH THE ROOTS. IN ADDITION, THE DEVELOPER SHOULD ADHERE TO THE FOLLOWING GUIDELINES TO PROTECT THE TREES TO BE PRESERVED:
 - a. WITH MAJOR GRADE CHANGES, A REINFORCED RETAINING WALL OR TREE WELL OF A DESIGN APPROVE BY THE CITY SHOULD BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN HALF THE DISTANCE BETWEEN THE TRUNK AND THE DRIP LINE. THE RETAINING WALL SHOULD BE CONSTRUCTED SO AS TO MAINTAIN THE EXISTING GRADES AROUND A TREE OR GROUP OF TREES.
 - b. AT NO TIME SHOULD A WALL, PAVEMENT OR POROUS PAVEMENT BE PLACED CLOSER THAN FIVE (5) FEET OR ONE (1) FOOT FOR EVERY TWO (2) INCHES IN CALIPER, WHICHEVER IS GREATER, TO THE TRUNK OF THE TREE.
 - c. ROOT PRUNING MAY BE NECESSARY WHEN THE CRITICAL ROOT ZONE IS TO BE DISTURBED.
 - d. IF A PATIO, SIDEWALK, DRIVE, PARKING LOT, OR OTHER PAVED SURFACE MUST BE PLACED WITHIN THE DRIP LINE OF AN EXISTING TREE, MATERIAL SUCH AS A POROUS PAVEMENT OR OTHER APPROVED CONSTRUCTION METHOD THAT WILL ALLOW THE PASSAGE OF WATER AND OXYGEN MAY BE REQUIRED.



MATCH LINE PAV STA 4+00



LEGEND

- PROTECTED TREE TO BE PRESERVED
- PROTECTED TREE TO BE REMOVED
- SPECIMEN TREE TO BE PRESERVED
- SPECIMEN TREE TO BE REMOVED

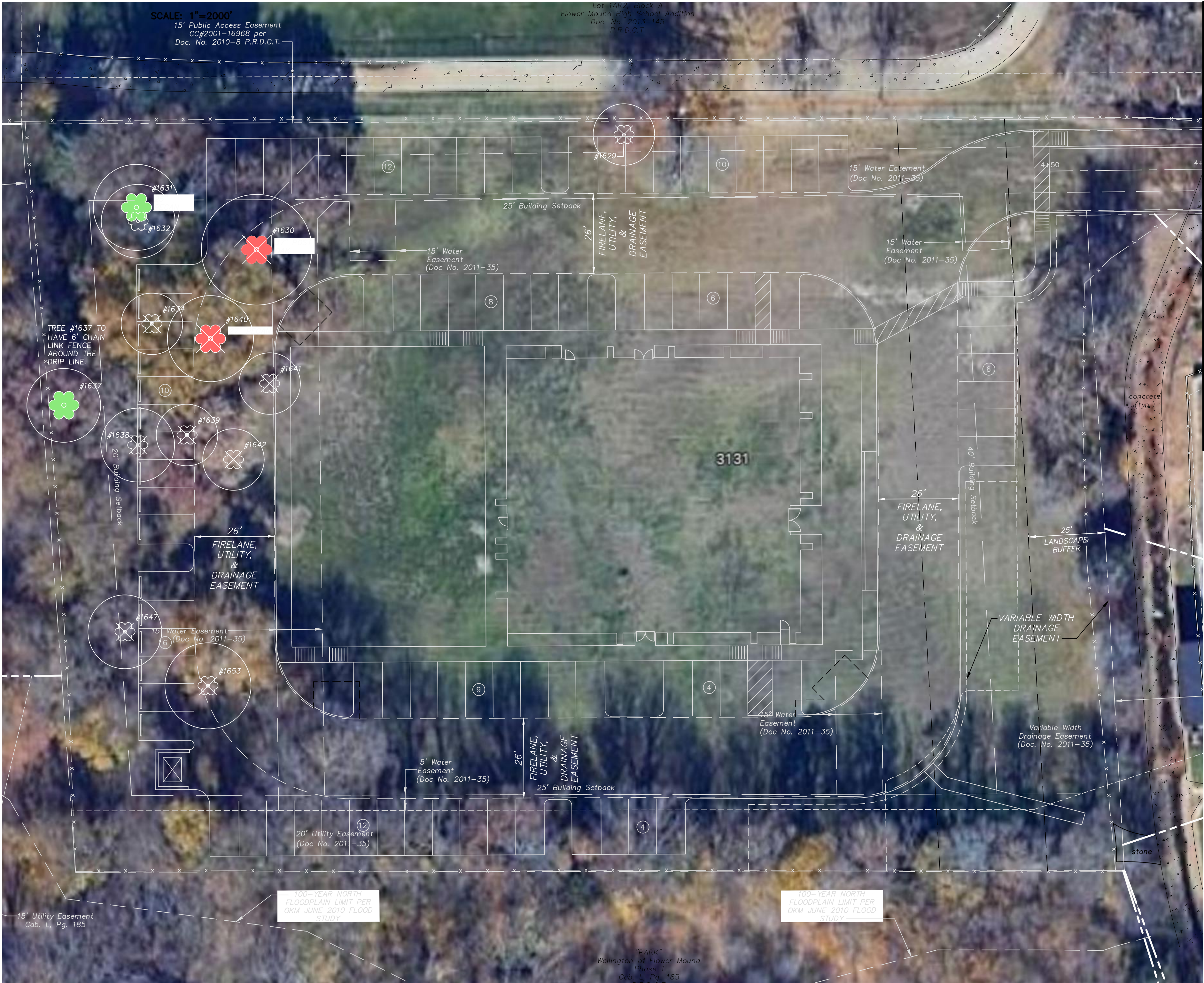


No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmunds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
(972) 353-8001
Fax No. (972) 353-8011



MATCH LINE PAV STA 4+00

FM HINDU TEMPLE
FLOWER MOUND, TEXAS

TREE SURVEY

Scale: 1"=20'	JRK
Designed by:	JRK
Drawn by:	JWH
Checked by:	JRK
Date:	JUNE 9, 2025
Project No.	211-001

SHEET
TS-1

Tree #1620



Tree #1630



Tree #1640





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

DATE: July 7, 2025
FROM: Matthew Woods, Director of Environmental Services
ITEM: **Public Hearing to consider an application for a tree removal permit (TRP25-0004) for one (1) specimen tree on the property known as 4408 Overlook Ridge for the proposed development of a single-family dwelling. The property is generally located north of Cross Timbers Road, west of Kimball Crossing, and east of Overlook Ridge. (The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at their June 3, 2025, meeting.)**

BACKGROUND: 4408 Overlook Ridge is generally located north of Cross Timbers Road, west of Kimball Crossing, and east of Overlook Ridge. The site is approximately .76 acres in size and zoned for agricultural uses as part of PD-162, Pepper Creek Ranch.

A tree survey conducted for this project identified a total of one (1) specimen tree on this site. The applicant is requesting approval for the removal of one (1) specimen tree to facilitate the development of the proposed single-family dwelling. The Environmental Conservation Commission recommended approval by a vote of 6 to 0 at their June 3, 2025, meeting. The specimen tree proposed for removal is in fair condition and situated within the proposed buildable area. The specimen tree being requested for removal is listed below:

- Tree #660 – 23" post oak (fair condition)

In accordance with the Town's tree ordinance, the removal of specimen trees requires mitigation at a rate of twice their caliper inches. Based on the size, 46" of replacement trees, equaling to sixteen (16) three-inch caliper trees, will be required for the one (1) specimen tree being requested for removal on this site. Additionally, any protected trees removed from the buildable area will require one-to-one replacement. Mitigation may be accomplished by paying the applicable fee, planting mitigation trees, or through a combination of planting trees and paying the required fee.

BOARD REVIEW/CITIZEN FEEDBACK: This application was considered by the Environmental Conservation Commission (ECC) at its June 3, 2025, meeting. The ECC recommended approval of the requested permit to remove tree #660. The ECC meeting can be viewed at [Jun 03, 2025 Environmental Conservation Commission - Flower Mound, TX](#).

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. Tree Removal Application
2. Letter of Intent
3. Tree Survey
4. Picture of Specimen Tree

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



Town of Flower Mound Environmental Services
Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Telephone: 972-874-6340 Website: www.flower-mound.com

TREE REMOVAL PERMIT

(Effective for Developments submitted 10/6/08 - present)

Check one: ☐ Protected Tree ☒ Specimen Tree ☐ Historic Tree

This application is required to be submitted 30 days prior to the next available ECC hearing.

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

Name:

PentaVia Custom Homes

Address:

PO Box 94033, Southlake, TX 76092

Phone:

469-512-4043

Applicant's Legal Interest in the Property:

Builder/ GC

2. Property Owner(s)

Name(s): Donald Brent & Julee Elkins

Address: 4001 S. Broadway Avenue, Apt 10416, Flower Mound, TX 75028

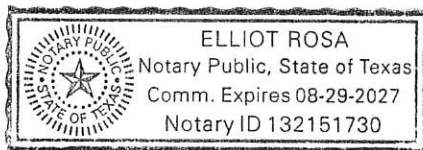
3. Location and Legal Description of Property:

4408 Overlook Ridge, Flower Mound

4. Owner's Authorization of Representation

I, Julie Elkins, the owner of the above described real property, do hereby authorize Pentavia Custom Homes 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.

Julie R. Elkins
Signature of Owner



Given Under My Hand and Seal of Office
This the 4 Day of May, 2025

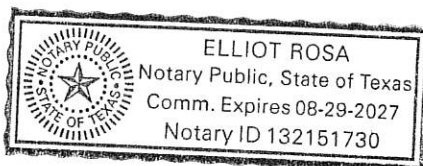
In and For Tarrant Notary Public
County, Texas.

5. Applicants Affidavit- Note: Applicant must be an ISA certified arborist, certified forester, or a registered landscape architect.

Subject to criminal penalties contained in Subpart B, the Land Development Regulations of the Town of Flower Mound, Texas Code of Ordinances, I

John Imperial, do hereby swear or affirm that all of the Information contained herein and submitted herein is, to the best of my knowledge, true, correct and complete and that no false, misleading or incomplete information has been intentionally provided or submitted with this Application for a Tree Removal Permit.

Signature of Applicant



Landscape Architect License No. _____
State of Licensure _____
Or ISA Certified Arborist No. TX 50594
Or Certified Forester No. _____

Given Under My Hand and Seal of Office
This the 6 Day of May, 2025

In and For Thruout Notary Public
County, Texas

6. Received by Town of Flower Mound on (Date) 5/6/25 by
(initials) Jake Speckhals

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).



May 5, 2025

Jake Speckhals
Environmental Review Analyst
Town of Flower Mound
james.hoefert@flower-mound.com

Re: Tree Removal – 4408 Overlook Ridge

Dear Mr. Speckhals,

On behalf of the property owner, this letter is to constitute the required letter of intent for removal of specimen tree #660 as shown on the enclosed tree protection plan for the property located at 4408 Overlook Ridge, Flower Mound, TX.

The reasons why removal of this tree is necessary are:

1. The tree is located directly within the designated build pad of the new residential home and conflicts with the planned foundation.
2. Due to the topography of the lot and existing completed engineering work, shifting the home further back on the lot to avoid the tree is not feasible or recommended.
3. There is insufficient side yard setback to shift the home laterally to either side and still meet zoning and design requirements.
4. Attempting to design the home around the tree would require a complete redesign of the architectural, structural, and civil engineering plans, which would result in substantial additional cost and effort.
5. The burden of such redesign efforts would significantly delay the construction schedule and impose an undue financial hardship on the property owner.

Given the reasons stated above, we respectfully request that the ECC committee render a recommendation of ‘removal’ to the Town, and that the Town grant the same.

Thank you for your time and consideration. Please feel free to reach out with any questions or to request additional documentation.

Regards,

Laura Gallegos
Pre-Construction Coordinator
PentaVia Custom Homes

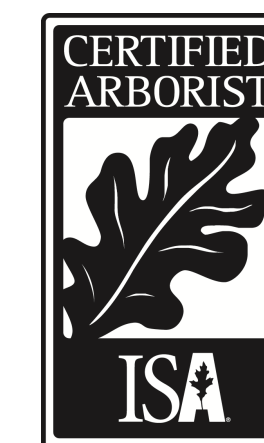
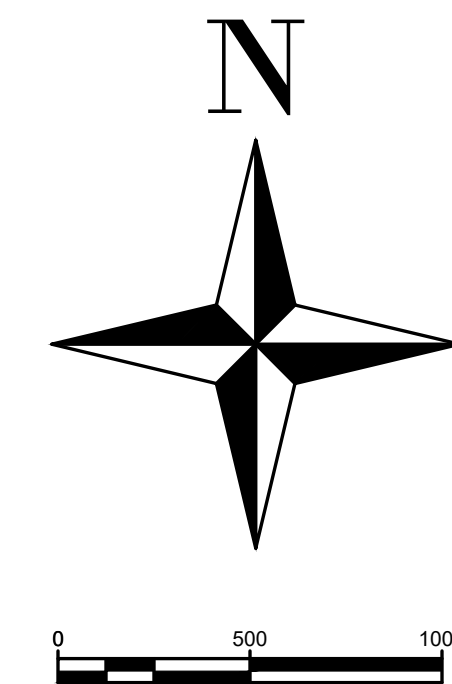
No.	REVISIONS/ SUBMISSIONS	Date

TOWN OF FLOWER MOUND, TEXAS
PLANS FOR THE CONSTRUCTION OF
PAVING, GRADING & DRAINAGE IMPROVEMENTS
TO SERVE
4408 OVERLOOK RIDGE DRIVE



SCALE 1:500

4408 OVERLOOK RIDGE DRIVE



John Imperial
ISA Certified Arborist
TX-5059A
05/23/2025
Tree Shepherds, LLC

PRELIMINARY	
FOR INTERIM REVIEW ONLY	
By <u>NATHAN R. MILLER</u>	P.E.# <u>123211</u>
Date <u>5/21/25</u>	
<u>WAVECREST DESIGN, LLC.</u>	
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT	
[PURPOSES]	

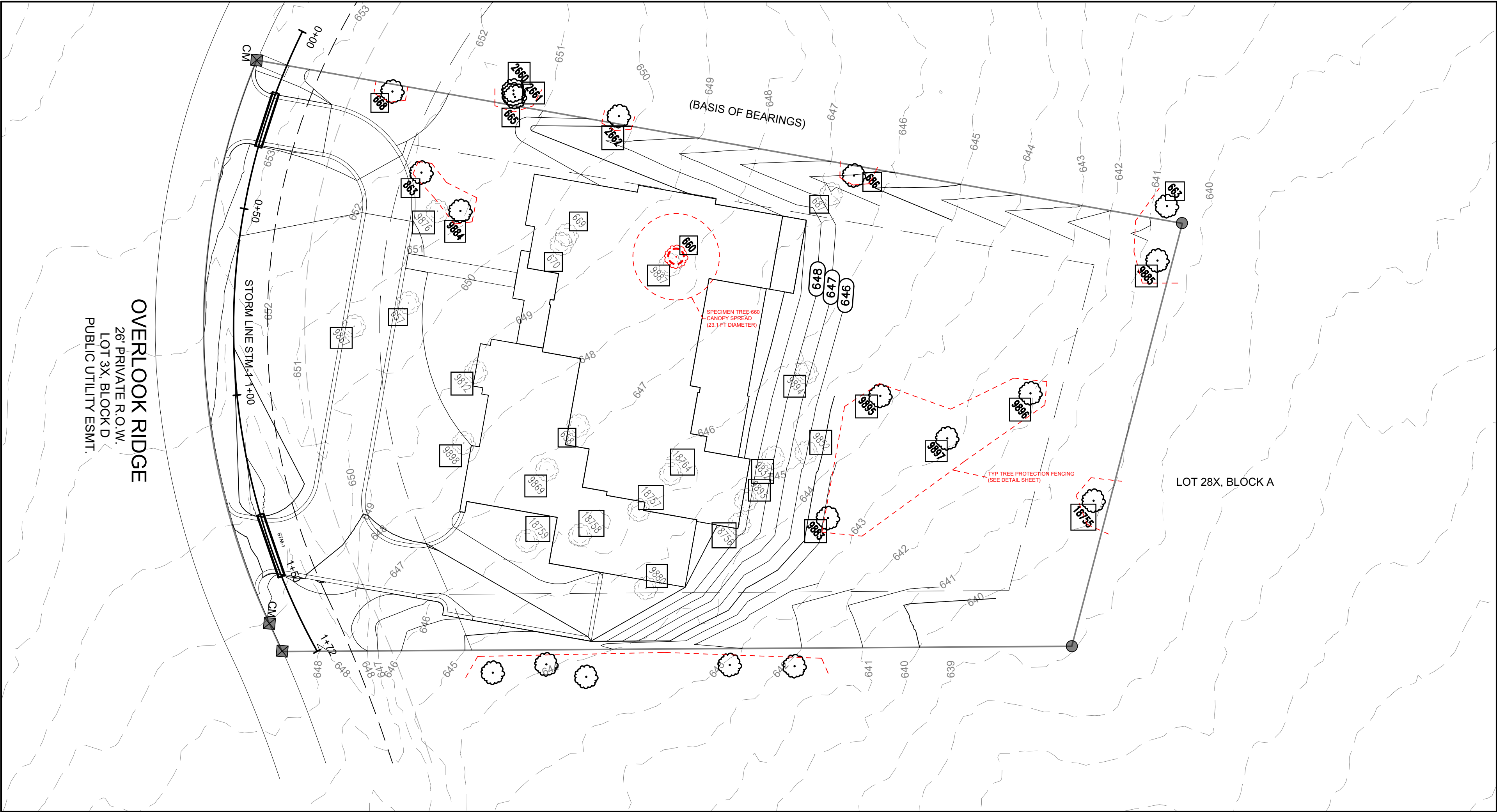


WAVECREST DESIGN, LLC
4108 WIMBLEDON DRIVE
FLOWER MOUND, TEXAS 75028
(713) 376-1225 PH.
T.B.P.E. FIRM REGISTRATION NO. 23292

4408 OVERLOOK RIDGE DRIVE

COVER SHEET

DESIGNED	NRM	SCALE	SHEET NUMBER	SHEET
DRAWN	NRM	DATE	C-0	0 of 7
CHECKED	NRM	5/21/25		



No.	REVISIONS/ SUBMISSIONS	Date

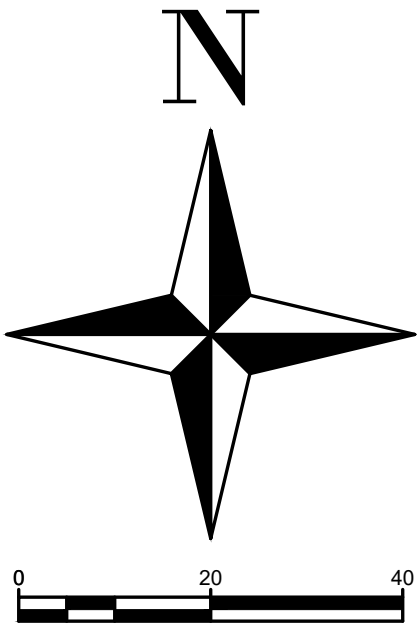
LEGEND

TREE (TO REMAIN)

TREE (TO REMOVE)

SPECIMEN TREE (TO REMOVE)

TREE PROTECTION (SEE DETAIL SHEET)



TREE PRUNING, REMOVAL AND PROTECTION MEASURES

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

Tag#	Species	DBH	Remain/ Remove	Credit	Debit	Condition
668	Post oak	21	Remain	4		
686	Post oak	12	Remain	2		
863	Cedar elm	8	Remain	1		
9883	Blackjack oak	8	Remain	1		Fair
9884	Cedar elm	10	Remain	1		Fair
9885	Blackjack oak	10	Remain	1		
9895	Blackjack oak	10	Remain	1		Fair
9896	Post oak	10	Remain	2		Fair
9897	Pecan	8	Remain	1		Fair
657	Post oak	20	Remove		1	Good
658	Post oak	16	Remove		1	Good
660	Post oak	23.1	Remove		16	Specimen
669	Post oak	14	Remove		1	Good
670	Post oak	16	Remove		1	Fair
687	Blackjack oak	10	Remove		1	
9812	Blackjack oak	12	Remove		1	Fair
9832	Post oak	12	Remove		1	Fair
9852	Post oak	10	Remove		1	Fair
9869	Post oak	14	Remove		1	Fair
9876	Cedar elm	8	Remove		1	Fair
9880	Blackjack oak	10	Remove		2	Dual Stem A-8.3B-9.2
9887	Post oak	14	Remove		1	Fair
9893	Blackjack oak	8	Remove		1	Fair
9894	Blackjack oak	8	Remove		1	Fair
9898	Post oak	15	Remove		1	Fair
18756	Post oak	6	Remove		1	Fair
18757	Blackjack oak	6	Remove		1	Fair
18758	Blackjack oak	6	Remove		1	Fair
18759	Blackjack oak	6	Remove		1	Fair
18764	Post oak	6	Remove		1	Fair
			Total	14	37	

Protected Trees Marked for Removal: 22 (Including 13 Post Oaks)

Protected Trees Marked to Preserve: 9 (Including 3 Post Oaks)

Credits:	14
Debits:	37
Balance:	-23

Mitigation Total (Balance x \$375): **-\$8,625.00**

Note: Preservation Credits not Added for Trees Off of Property

PRELIMINARY

FOR INTERIM REVIEW ONLY

By: NATHAN R. MILLER

P.E.# 12321

Date: 5/21/25

WAVECREST DESIGN, LLC.

(NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES)



WAVECREST DESIGN, LLC
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FLOWER MOUND, TEXAS 75028
(713) 376-1225 PH.
T.B.P.E. FIRM REGISTRATION NO. 23292

4408 OVERLOOK RIDGE DRIVE

TREE PLAN

DESIGNED	NRM	SCALE		SHEET NUMBER		SHEET	
DRAWN	NRM	DATE	5/21/25	C-6		6	7
CHECKED	NRM						

