

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

11/5/2018

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING 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. PRESENTATIONS

1. Presentation by Owens & Minor about "A Soldier's Child Event"
2. National Night Out neighborhood and poster contest winners
3. Proclamation to designate November as Arts Month in Flower Mound
4. Recycling – 'Overcoming Today's Challenges' presented by Republic Services

E. PUBLIC COMMENT

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

- Turn in form by 6:10 p.m. to Town Secretary
- Speakers are limited to 3 minutes, a tone will sound at 30 seconds left and when time has expired
- Please state your name and address when speaking

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not indicated as a "Public Hearing" on this agenda. Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972-874-6000 during business hours.

F. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

G. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. Public correspondence addressed to board members

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H. FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and members of Council an opportunity to bring forward items they wish to discuss at a future meeting, with the understanding a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

I. COORDINATION OF CALENDARS

1. There will not be a work session on Thursday, November 15
2. A regular meeting is scheduled for Monday, November 19

J. CONSENT ITEMS

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

1. Minutes 10/15- Consider approval of the minutes from a regular meeting of the Town Council held on October 15, 2018.
2. Town Hall Access Control- Consider approval of Town of Flower Mound EcoStruxure and AS-P upgrades including Inet Access Control.
3. Emergency Response Radio System- Consider approval to award the installation of a Bi-Directional Antenna System for Public Safety Communications in the new Town Hall, to Crosspoint Communications LLC., in the amount of \$53,115.39.
4. Annual Firefighter Physicals- Consider approval of the annual firefighter physical examinations with Huguley Memorial Medical Center through contract No. 2018-A in the total amount of \$52,520.00 and authorization for the Mayor to approve same on behalf of the Town.
5. Bunker Gear Purchase- Consider approval of the purchase of fifty sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 524-17 in the total amount of \$126,732.00 and authorization for the Mayor to approve same on behalf of the Town.
6. Body Worn Cameras Purchase- Consider approval of a Quote from Axon Enterprises, Inc. for the purchase of body worn camera products and authorization for the Mayor to execute same on behalf of the Town.
7. Bulletproof Vest Grant- Consider acceptance of grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2018 Bulletproof Vest Partnership.
8. Lake Forest Blvd Change Order- Consider approval of Change Order No. 1 for the construction of the Lake Forest Boulevard Roadway Improvements and 12-Inch Waterline projects, amending the contract with Joe Funk Construction, Inc., to provide for an increase to the contract in the amount of \$38,393.65; and authorization for the Mayor to execute same on behalf of the Town.
9. Bakersfield Park Restroom Design- Consider approval of a professional service agreement with Kimley Horn and Associates Inc., to provide surveying, design, and construction documents, for the Bakersfield Restroom and Concrete Walkway project, in the amount of \$55,300.00; and authorization for the Mayor to execute same on behalf of the Town.

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10. FM2499 Roadway Change Order- Consider approval of Change Order No. 2 for the construction of the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, amending the contract with Mario Sinacola & Sons Excavating, Inc., to provide for an increase to the contract in the amount of \$40,037.60; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

- Applicant requests to postpone #12 & #13**
11. NEM Senior Living- **Public Hearing** to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Rippy Road and east of Long Prairie Road. (Planning and Zoning recommended approval by a vote of 5 to 1 at its September 24, 2018, meeting.) (The Town Council postponed the item at its October 1, 2018, meeting, and at its October 15, 2018, meeting.)
 12. MPA Balekian/CVS- **Public Hearing** to consider a request for a Master Plan Amendment (MPA18-0004 – Balekian Addition / CVS) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail use on approximately 2.48 acres of land within the Cross Timbers Protection Area, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its October 22, 2018, meeting.)
 13. ZPD Balekian/CVS- **Public Hearing** to consider a request for rezoning (ZPD18-0004 – Balekian Addition / CVS) from Agricultural District (A) to Planned Development District No. 164 (PD-164) with Single-Family Estate District (SF-E) and Retail District-1 (R-1) uses, with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. (Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its October 22, 2018, meeting.)
 14. Central Fire Station Construction- Consider approval to award Bid No. 2018-123-B, Flower Mound Central Fire Station Phase II, to Schmoldt Construction Inc., in the amount of \$1,457,000.00; and authorization for the Mayor to execute on behalf of the Town.

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, and 551.087 for consultation with attorney, and to discuss matters relating to real property, and economic development negotiations, as follows:

a. Consultation with Attorney as follows:

1. EagleRidge Operating application for variance, appeal of administrative interpretation of the gas well regulations and preemption determination appeal.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

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- b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

M. RECONVENE TO REGULAR MEETING

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

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: November 2, 2018, at 12:40 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: November 5, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on October 15, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on October 15, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

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

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 15, 2018**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF OCTOBER 2018, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

[Click here](#) for meeting video link (subject to change)

The Town Council met in a regular meeting with the following members present:

Steve Dixon	Mayor
Jason Webb	Mayor Pro Tem
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Chuck Russell	Town Planner
Tiffany Bruce	Executive Director of Public Works
Brian Waltenburg	CIP Engineering Manager
Eric Greaser	Fire Chief
Andy Kancel	Police Chief
Molly Fox	Director of Communications

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:02 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Russ McNamer gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Update from Veterans Liaison Doug Brown on current events

Mr. Brown announced various upcoming Veterans events.

2. Proclamation and presentation to Hometown Hero banner to Charles Boettcher and Daniel Gage

Mayor Dixon presented the families of the Hometown Heroes with a proclamation in recognition for their service, and each family provided background information about their service.

3. Recognition of Flower Mound Police and Fire Department winners of USA TODAY's Law Enforcement Lip Sync Challenge Contest

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Ms. Fox provided background information on the creation of the video and Mayor Dixon presented each of the participants with a Certificate of Recognition. Police Chief Kancel and Fire Chief Greaser introduced members of their staff.

E. PUBLIC COMMENT

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

	Speaker names and address	Subject (as written on the form)
1.	Denise Jones, 4817 Dominion Ct With donated time from: Gary Jones, 4817 Dominion Ct	Proposed Fire Station #7

F. ANNOUNCEMENTS

Deputy Mayor Pro Tem Forest reported on the recent Winning The Fight 5k Run and provided information about the purpose of the event.

Councilmember Bryant announced the following upcoming events:

- Police Department open house
- Fall trash bash
- Dorothy's Dash

Mayor Pro Tem Webb announced the upcoming Battle of the Mound basketball game and provided background information about the event.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided a report on the following projects:

1. Capital improvement projects.
 - Traffic signal at FM 2499 @ Silveron
 - Yucca @ Churchill road improvement
 - New Town Hall delay (December 17th Ribbon Cutting)
 - Ms. Bruce provided a report on the impact of the recent heavy rain events and associated flooding
 - o and she responded to the following questions from Council:
 - o What is the preferred way public works would like to be notified by the citizens about flooding
2. Economic Development projects.
 - ICare Rehab Hospital tour and accreditation achievement
 - Sushi Topi opening soon
 - Hitachi Capital America Corp. opening soon
 - Living Earth opening soon
 - Q T (Waketon and FM 2499) progress
 - CNN Money Magazine recognized Flower Mound as one of the top places to retire

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 15, 2018**PAGE 3****3. Boards and Commissions (Presentations and Input)**

Mr. Dalton provided background information on feedback received from Boards regarding presentations and the input process. He presented an outline of a P & Z work plan and pointed out next steps. He also reported on the Town's current adopted policy as it relates to gaining input from board members, and indicated that board members will be made aware of this process at their annual training on November 29th.

Mayor Dixon provided background information and how this was a discussion at the Strategic Planning Session this past July.

H. FUTURE AGENDA ITEMS

1. There were no items requested for a future agenda.

I. COORDINATION OF CALENDARS

Mayor Dixon announced that the next regular meeting is scheduled for Monday, November 5. He also pointed out that Council will not be in the new Town Hall at that time as previously planned.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on October 1, 2018.
2. Consider approval of the TRAKiT Software upgrade agreement, through CentralSquare Technologies, in the amount not to exceed \$75,000.
3. Consider approval of a one year Service Agreement with Citibot, Inc. to provide SMS chatbot customer service platform, software, and services in the amount of \$16,900 with option to renew annually and authorization for the Mayor to execute same on behalf of the Town.
4. Consider approval of the purchase of one (1) New 2017 Ford F-550 Lift-A-Loft Aerial Basket w/service body per Vendor Specifications/Quote from Sam Pack's Five Star Ford for the Public Works Department in the amount of \$92,843.00.
5. Consider approval of an Annual Maintenance Contract with Mass Notification Services, Inc. for the Town's Outdoor Warning Siren System in the amount of \$15,660.00; and authorization for the Mayor to execute same on behalf of the Town.
6. Consider approval of the purchase of emergency medical supplies and pharmaceuticals from Bound Tree Medical LLC, through the City of Cedar Hill Contract.
7. Consider approval of Amendment No. 1 to the Fiscal Year 2018-2019 Capital Improvement Program.
8. Item 8 was moved from consent to regular.

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9. Consider approval of updates to the Town of Flower Mound Design Criteria and Construction Standards, modifying fire hydrant painting requirements, and adding M&H Valve Company as an approved manufacturer of fire hydrants and water valves.
10. Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

RESOLUTION NO. 16-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, AND AUTHORIZING THE PREPARATION OF THE DOCUMENTS ASSOCIATED WITH THE ISSUANCE, SALE AND DELIVERY OF THE DEBT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Jason Webb moved to approve by consent Items 1-7; and 9-10 as presented in the agenda caption. Councilmember Sharma seconded the motion. Each item, as approved by consent, is restated above, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE****K. REGULAR ITEMS**

8. Consider approval of the purchase of new traffic signal detection equipment for the Traffic Detection Rehabilitation project, from Test Technologies through the HGAC Buy program, in the amount of \$132,900.00.

Ms. Bruce provided background information regarding the scope of work and the reason for the equipment purchase. She responded to the following questions from Council:

- How many of the old video based sensors would be remaining
- Do the larger intersection, such as 3040 and 2499, still have the old sensors

Councilmember Sharma moved to approve item 8 as presented in the agenda caption. Mayor Pro Tem Webb seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE**

11. Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 15, 2018**PAGE 5**

authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Rippy Road and east of Long Prairie Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its September 24, 2018, meeting.) (The Town Council postponed the item at its October 1, 2018, meeting.)

Staff Presentation

Mr. Stathatos provided background information regarding the request for a postponement.

Mr. Meredith responded to the following questions from Council:

- The possibility of making a motion that postpones the item until the time it is ready

Councilmember Bryant moved to postpone a request for rezoning (ZPD17-0003 – NEM Senior Living), including the public hearing, to the November 5, 2018, Town Council meeting. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:**AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE***Motion passed (to postpone)*

12. Public Hearing to consider a request for a Master Plan Amendment (MPA18-0006) to amend Section 8.0, Water Plan, of the Master Plan to adopt the Lakeside Reuse Water Master Plan to meet the Town of Flower Mound's reuse water system infrastructure needs over the build-out of the system located within the Lakeside Business District, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its October 8, 2018, meeting.)

Staff Presentation

Mr. Waltenburg introduced Dexter May of Alan Plummer.

Consultant Presentation

Mr. May gave a presentation identifying or noting:

- What is water reuse
- Why reuse
- Lakeside Reuse Water Master Plan
- Next steps

and he, Mr. Waltenburg, or Ms. Bruce, responded to the following questions from Council, and some of which were as a result of the public hearing:

- What is the likelihood of the Town getting grants to offset some of the cost
- Was there a cost study that included a comparison based on water vendors
- Would there be additional impact fees
- Is there a plan to introduce water reuse in other parts of Town

Council Discussion

- How the main use in the summer is for irrigation

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- In favor of the reuse program as it's being very wise with the water resource we have

Mayor Dixon opened the public hearing at 7:02 p.m.

	Speaker names and address	For/Against/Question(s)
1.	Allison Olson, 4509 Ironwood Blvd	Question

Mayor Dixon closed the public hearing at 7:07 p.m.

Councilmember Bryant moved to approve item 12 as presented. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 34-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE MASTER PLAN, BY AMENDING ORDINANCE NO. 24-01 IN PART, WHICH ADOPTED THE MASTER PLAN; BY AMENDING SECTION 8.0 WATER PLAN BY ADDING A PROVISION RELATED TO THE ADOPTION OF THE LAKESIDE REUSE WATER MASTER PLAN; ADOPTING THE LAKESIDE REUSE WATER MASTER PLAN AS A COMPONENT OF THE MASTER PLAN; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE**

13. Consider a request for a Site Plan (SP18-0010 - Fire Station No. 7) to develop a fire station with certain waivers and exceptions to the Code of Ordinances. The property is generally located west of Skillern Road and north of Wichita Trail. (Planning & Zoning Commission recommended approval by a vote of 6 to 0 at it's October 8, 2018, meeting.)

Staff Presentation

Mr. Russell gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Photos of subject property
- Site plan
- Landscape plan
- Elevations
- Exceptions being requested
- Front yard variance

and he, or Chief Greaser, responded to the following questions from Council:

- How long has the Town been trying to get a Fire Station in this area

FLOWER MOUND TOWN COUNCIL MEETING OF OCTOBER 15, 2018

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Mr. Stathatos requested that Council authorize the Town Manager to enter into an agreement for the installation of additional evergreen trees as requested by a neighboring resident, and requested that it be included in the motion. Mayor Dixon provided background information about how the Town has done this in the past.

Deputy Mayor Pro Tem Forest moved to approve item 13 as presented in the agenda caption, with the inclusion of updated landscape plantings depicted in attachment 2, as well as authorizing the Town Manager to incorporate the additional plantings to accommodate the neighboring resident across the street. Councilmember Engel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, WEBB, SHARMA****NAYS: NONE**

14. Consider approval of an ordinance providing for a residential homestead ad valorem (property) tax exemption.

Staff Presentation

Ms. Wallace gave a presentation identifying or noting:

- Background information regarding exemptions and associated options
- If adopted it would be effective 2019 tax year and 2020 fiscal year
- Current property tax exemptions available
- Over 65 exemption comparison to benchmark cities
- Homestead exemption comparison to benchmark cities
- Tax Bill Comparison - \$400,000 home value (current tax rate, effective tax rate, homestead exemption (2% and 2.5% options)
- Benefit of utilizing a homestead exemption versus the effective tax rate
- 2.5% homestead exemption impact (budget projections)

Council Discussion

There was Council Discussion regarding:

- Rollback and effective tax rate scenarios
- Background information for this agenda item and how the homestead exemption is the better option
- How this exemption benefits Flower Mound home owners
- How the exemption offers a break to taxpayers but doesn't have a huge impact on the budget
- And while the businesses won't benefit directly from the tax break residents will have additional revenue to spend at those businesses
- Happy to see it come to fruition and the possibility of increasing it in the future

Councilmember Engel moved to approve item 14 as presented. Councilmember Bryant seconded the motion.

ORDINANCE NO. 33-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR A RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

VOTE ON MOTION:*Motion passed***AYES: SHARMA, WEBB, BRYANT, ENGEL, FOREST****NAYS: NONE****L./M. CLOSED/OPEN MEETING**

The Town Council convened into a closed meeting at 7:30 p.m. on October 15, 2018, pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087 for consultation with attorney, and to discuss matters relating to real property, personnel, and economic development negotiations, and reconvened into an open meeting at 8:13 p.m. on October 15, 2018, no action was taken on any of the following items:

a. Consultation with Attorney as follows:

Case numbers OGB18-0001; OGB18-0003; BOA18-0008 (Eagle Ridge Operating, LLC)

b. Discuss and consider purchase, exchange, lease or value of real property for parks and/or other municipal purposes and all matters incident and related thereto.

c. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

N. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 8:13 p.m. on Monday, October 15, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY

DRAFT



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: November 5, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: **Consider approval of Town of Flower Mound EcoStruxure and AS-P upgrades including Inet Access Control.**

BACKGROUND INFORMATION: Many Town buildings have a Building Automation System (BAS) which controls HVAC, security, and lighting systems throughout the building. The software the Town uses is from Schneider Electric. Schneider Electric has migrated most of their software systems into one front end system called EcoStruxure (previously Struxtureware). EcoStruxure provides the end user the capability to control various software programs from one single interface. With new buildings like Town Hall coming on line which utilize the latest software, it is necessary to upgrade existing BAS to interface correctly with the newer systems. The upgrade includes upgrading the existing graphics to HTML 5, upgrades outdated automation servers in several buildings, and provides end users a web interface through an iPad or tablet computer to assist in troubleshooting access, lighting, and HVAC systems in the field.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$ 59,913.00

Proposed Expenditure:	Account Number(s):
\$ 59,913.00	100-655-59200-5110

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Schneider Electric Quote

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

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



September 27, 2018

TO: Jeff Garner

SITE: Town of Flower Mound
2121 Cross Timbers
Flower Mound, TX 75028

REF: Flower Mound EcoSXW 2.0 & AS-P UPG's
Proposal #18-875

Schneider Electric is pleased to offer the following proposal to perform a Flower Mound EcoSXW 2.0 & AS-P UPGs retrofit of the existing SmartStruxure 1.9.x to EcoStruxure 2.0.1.xxx as well as upgrading the older AS servers to AS-P servers with 4-times the performance and bandwidth to perform multiple tasks. Additionally, the existing Inet Seven will be upgraded to the latest version and firmware's downloaded to respective access controllers throughout the Flower Mound Town buildings with SmartStruxure.

Schneider Electric will provide complete engineering, front-end hardware and software, installation labor, and commissioning services to design and furnish an upgraded EcoStruxure direct digital controls building management system for the Town of Flower Mound. For this Eco System & Inet upgrade, AS controllers will be replaced and existing communications wiring will be reused. Schneider Electric will be responsible for the following tasks/items:

- Fully engineered submittals.
- Project management.
- Material ordering and delivery.
- Installation.
- Software generation and documentation.
- System configuration and check-out labor.
- (12) hours of on-site end user training of new EcoStruxure Upgrades control software.

Major equipment for which controls will be provided and installed into the EcoStruxure system include:

SCOPE OF WORK

EcoStruxure Software

- Provide and install the latest EcoStruxure software's to upgrade from StruxureWare1.9.x to EcoStruxure 2.0.1 on the server and Facility workstations.
- Provide and install latest Inet Seven upgrade software to 2.49 on respective Inet WKS.
- Make full system backups from the current system versions at each site as necessary.
- Setup and configure the Inet Seven software install to be compatible with EcoSXW on the same workstation(s).
- Perform system updates accordingly to EcoSXW field devices as necessary.
- Identify older Automation Servers (AS) and upgrade/replace with latest AS-P servers.
- Download station SAV's and restore latest firmware to each controller as necessary.
- Software installation of the above listed equipment.
- Overall system checkout after the system is upgraded.
- System training on EcoStruxure and Inet Seven upgrades and updates.
- One-year warranty is included.

Automation Server (AS) Conversion to Automation Server Pro (AS-P)

- Make full system backups of the existing StruxureWare system.
- Perform software updates with EcoStruxure to all existing workstations.
- Begin replacing (8) existing AS units located at Flower Mound facilities:
 - FM-AAC
 - FM-Central Fire Station
 - FM-Fleet Services
 - FM-Gerault Park
 - FM-Library
 - FM-Police Courts Building
 - FM-SC
 - FM-O & M
- Provide and install (1ea) Schneider Electric EcoStruxure AS-P Automation Server for BMS integration of downstream BACnet controllers. Server to include onboard RS-485 and TCP/IP communication capabilities for downstream BACnet, LonTalk, and Modbus open protocol systems
 - o Existing Network drop and static IP address for the new AS-P to be reused.
- Perform check-out of system to ensure proper operation.

Inet Seven Upgrade to Access Control

- Perform full Inet system software backups through the Inet Server.
- Upgrade all existing I/NET Seven software's on existing Inet workstations to v2.49.
- Upgrade the Inet Server with 2.49 to maintain compatibility control.
- Download system and controller firmware updates to respective MCI and DPU/SCU controllers.
- Provide and install to each workstation with Inet SEVEN24U to perform the upgrade.
- Verify graphics, set points, and connectivity to all Inet system controllers is good with each WKS.
- Perform check-out of system to ensure proper operation through each Inet workstation.

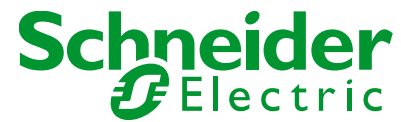
EXCLUSIONS

- Network drops and static IP addresses for the network controllers to be provided by the customer.
- Workstation to be provided by the customer.
- Any existing system repair labor, parts, or materials not specifically mentioned above.
- All 120V power by others.
- Pricing does not include sales tax or bonding cost.

CLARIFICATIONS

- It is assumed that existing sensors and control devices are in good working condition to be reused.
- All software's are compatible with Win10 64B.
- 1-year warranty parts and labor included on newly installed hardware.
- All work to be performed during normal operating hours: Monday-Friday 8 AM to 5 PM.
- Pricing is valid for a period of 30 days and subject to escalation thereafter.

Schneider Electric Buildings
1650 West Crosby
Carrollton, TX 75006



PRICING

TOTAL PRICE (excluding tax)	\$59,913.00
------------------------------------	--------------------

We would like to thank you for the opportunity to present our company's proposal and look forward to working with you to address your building's needs. If you have any questions regarding this proposal, please do not hesitate to reach out.

Sincerely,

Mark A. Boyd

Mark Boyd
Account Manager
(214) 882-8398
mark.a.boyd@schneider-electric.com
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.

Accepted By: _____

Name: _____

Date: _____

PO#: _____



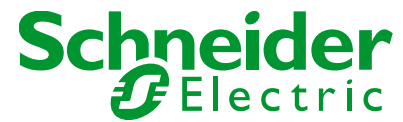
TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.
3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse



Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.

7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: November 5, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval to award the installation of a Bi-Directional Antenna System for Public Safety Communications in the new Town Hall, to Crosspoint Communications LLC., in the amount of \$53,115.39.

BACKGROUND INFORMATION: The Town adopted the 2012 International Fire Code (IFC). Section 510.01 of the 2012 IFC states that all new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. IFC 510 requires that a minimum signal strength of -95dBm shall be receivable within the building. The new Town Hall does not meet this criteria and requires the addition of a bi-directional antenna system for public safety communications. Crosspoint Communications (formerly DFW Communications) has been doing radio work in Flower Mound for over 20 years. This purchase is through BuyBoard CoOp Contract No 523-17.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$53,115.39

Proposed Expenditure:	Account Number(s):
\$53,115.39	505-111-62017

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Crosspoint Communications LLC., Quote

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



Town of Flower Mound

City Hall BDA

October 2, 2018

Data Restrictions

This proposal is considered Crosspoint Communications confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by the City of Flower Mound required to evaluate this proposal without the express permission of Crosspoint Communications.



October 2, 2018

Jeff Garner, Director
Facilities Management
Town of Flower Mound

Jeff,

Crosspoint Communications is pleased to present this proposal for the implementation of a B-i-Directional Antenna System for Public Safety Communications within the Flower Mound City Hall Building.

Flower Mound faces several challenges with the current communications. To meet these challenges, Flower Mound has identified its most pressing needs as follows:

- Very poor Public Safety communications within the new city hall building.

This proposal has been developed from information gathered from our site walk and the plans provided by you. This price proposal is valid for 90 days.

Please contact me with any questions you may have regarding this proposal.

Thank you,

Crosspoint Communications
Bobby Thompson
Account Representative
(469) 236-3743

Charlie Wanat
Engineering group
(817) 808-9005



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System Description

700/800MHz System

Operational Overview

The Bi-Directional Amplifier (BDA) System is used to provide radio system coverage within a facility that does not allow for radio system signal penetration. The network itself consists of a donor antenna network based from an antenna placed on the rooftop of the structure that collects the signal from the outside source and feeds it to an amplifier that boosts the signal and then sends it to a distributed antenna system within the buildings. The distribution network extends the outside signal to portable units operating within the structure. In the opposite direction, thus the term “bi-directional”, the signal is collected by the distribution system and sent to the amplifier, and then broadcast back to the system over the donor antenna network. Many factors need to be determined in the development of these networks to determine the size and cost of a system. Some of these factors include:

- Amount of signal level available outside of the building that can be collected by the BDA
- The area inside the structure that requires radio system coverage.
- The building architecture and its ability to block radio signals


Comba

CriticalPoint™ Public Safety Bi-Directional Amplifier

RX-7W22 Class A PS 700/800MHz BDA

Features

- Digital/programmable utilizing FPGA
- Supports public safety 700/800MHz in single band or dual band version
- Supports P25 P1/P2 digital and conventional analog communications simultaneously
- Supports FirstNet™ LTE band 14
- Single band versions include license to switch from original band to alternate band
- Single band can be upgraded to dual band via license key
- Each band supports up to 32 channels
- 2W output power for each band
- Channelized Auto Gain Control (AGC) / Channelized uplink squelch
- Built-in mandatory isolation test to prevent BDA oscillation
- Auto shutdown with alarm upon oscillation detection
- Web based GUI for intelligent configuration, SNMP supported
- NFPA compliant dry contact alarms, NEMA 4X enclosure
- **FCC: PX8RX-7W22-A, IC: 11919A-RX7W22**



Specifications

Electrical			700MHz	800MHz
Frequency Range, Uplink		MHz	US: 788-805, CA: 798-806	806-824
Frequency Range, Downlink		MHz	US: 758-775, CA: 768-776	851-869
Channel Bandwidth		KHz	12.5/25/75+10MHz (LTE, US)	12.5/25/75
Number of Channels			US: 32+1 (LTE), CA: 32	32
Total Output Power, Uplink		dBm	27	
Total Output Power, Downlink		dBm	33	33
Maximum System Gain		dB	90	90
Gain Adjustment Range (1dB step)		dB	0-30	0-30
Pass Band Ripple, p-p		dB	≤ 5	≤ 5
Uplink Noise Figure		dB	≤ 5	≤ 5
System Group Delay	Bandwidth: 12.5KHz	μsec	≤ 35	≤ 35
	Bandwidth: 25KHz		≤ 27	≤ 27
	Bandwidth: 75KHz		≤ 15	≤ 15
	Bandwidth: 10MHz (LTE)		≤ 6.5	≤ 6.5
Out-of-Band Suppression	Bandwidth: 12.5KHz	dBc	≥ 80 @ filter center + 75KHz	≥ 80 @ filter center + 75KHz
	Bandwidth: 25KHz		≥ 80 @ filter center + 75KHz	≥ 80 @ filter center + 75KHz
	Bandwidth: 75KHz		≥ 80 @ filter center + 200KHz	≥ 80 @ filter center + 200KHz
	Bandwidth: 10MHz (LTE)		≥ 45 @ filter edge + 0.6MHz ≥ 60 @ filter edge + 1MHz	≥ 45 @ filter edge + 0.6MHz ≥ 60 @ filter edge + 1MHz
Intermodulation		dBm	≤ -13	≤ -13
Spurious	9kHz to 1GHz	dBm	FCC Compliance	FCC Compliance
	1GHz to 12.75GHz	dBm		
Absolute Maximum RF Input Power		dBm	10	10
Input VSWR			≤ 1.5	≤ 1.5
Impedance		Ω	50	50

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 Specifications may differ depending on region and customers' requirements.
 DS-Control: 1-1-0/ 0317

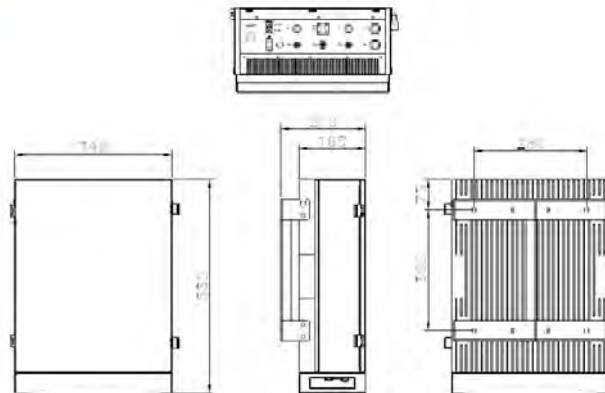
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Mechanical			
Dimensions, H x W x D		in(mm)	20.9 x 15.4 x 8.3 (530 x 390 x 210)
Weight (without bracket)		lb(kg)	50.7 (23)
Power Supply		VAC	100-240/47-63Hz
		VDC	-40 ~ -58
Power Consumption	Single band	W	80
	Dual band	W	100
Enclosure Cooling			Convection
RF Connectors			N-Female
Test Port			SMA, -22dB
Maximum Input for Dry Contact Port			24VDC, 1A / 110VAC, 0.5A
Operating Temperature		°F (°C)	-27 to +140 (-33 to +60)
Operating Humidity			≤ 95%
Environmental Class			NEMA 4X
MTBF		hr	≥ 100,000 @ 77 °F

Note: Typical specifications at room temperature.

Outline Drawing



Part Numbers

Product Type	P/N	
	AC Version	DC Version
UL Certificate	SGSNA/16/GZ/00003	SGSNA/17/GZ/00076
Class A (US)		
Single band 700MHz	RX7W22-073233AC	RX7W22-07323348
Single band 800MHz	RX7W22-083233AC	RX7W22-08323348
Dual band 700/800MHz	RX7W22-783233AC	RX7W22-78323348
Class A (Canada)		
Single band 700MHz	RX7W22-C73233AC	RX7W22-C7323348
Single band 800MHz	RX7W22-C83233AC	RX7W22-C8323348
Dual band 700/800MHz	RX7W22-CF3233AC	RX7W22-CF323348
License		
Dual Band (700/800MHz) License	RX7W22-L783233	

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DS-Control: 1-1-0/ 0317

Page 2 of 2



Distribution Antennas

Manufacturer: Larsen

Model: DASLTE500NF

Height: Ceiling Mount



Technical Parameters:

Donor Site: Denton County Radio System

Donor Level: -70 dBm



Crosspoint Communications Statement of Work Town of Flower Mound City Hall BDA

Crosspoint Communications Responsibilities

General Understanding

This section describes the tasks that will be required to complete this project. It discusses Crosspoint's responsibilities and what responsibilities would be required of Flower Mound in the implementation of this project.

Upon receipt of the "Notice to Proceed" and a purchase order, Crosspoint will begin the acquisition of the materials designated on the enclosed equipment list. Once the system has been ordered, updated equipment delivery times will be provided to Flower Mound Project Manager. Due to the specialized nature of this type of equipment leads times are typically twelve to fourteen weeks ARO on the BDA head end equipment.

Crosspoint Communications will appoint a Project Manager who will remain as the single point of contact throughout the project. The PM will coordinate the project kick-off meeting with Flower Mound. This initial meeting would include the following discussions along with any other points requested by Flower Mound:

Introduce project team to Flower Mound and establish "Point of Contact" for both Crosspoint and Flower Mound. This would include exchanging contact information (email address, phone numbers, etc.).

- Review Flower Mound responsibilities and timeline of their completion.
- Review equipment delivery schedules with Flower Mound
- Review installation schedule

Discuss any on-site requirements of Flower Mound. This would include establishing access requirements, onsite contacts, and any special work conditions or safety requirements (hardhats, work location hazards, etc.).

All materials will be stored at one of Crosspoint's facilities and transported to the site as needed. Crosspoint will be responsible for all shipping and transportation costs as part of this proposal.



General

1. Perform all work and tasks required to install the products according to manufacturers' recommendations during installation
2. Administer safe work procedures for installation
3. Ensure the proper disposal of all debris generated from installation
4. Schedule the implementation in agreement with Flower Mound.
5. Coordinate the activities of all Crosspoint Communications subcontractors under this contract.
6. All work will be performed during normal working hours (Monday through Friday, 8AM to 4:30PM).
7. Crosspoint Communications will use the Motorola R56 Manual, Standards and Guidelines for Communication Sites as its installation guide in all situations where the customer specifications and local codes do not apply. These guidelines will be adhered to as closely as possible as allowed by the existing sites and equipment. The R56 Manual is available for review upon request. This quotation does not include bringing existing equipment and sites up to R56 standards unless specifically outlined.
8. All grounding wire, stainless steel bolts, lugs, and other small grounding hardware will be supplied by Crosspoint Communications.
9. Any work that is required to complete this project not specifically described in this statement of work will be considered above the scope of this proposal and subject to re-quotation
10. Perform testing of equipment



7/800MHz System

Implement the RF distribution network. This will include the following:

Provide and install Heliac coaxial cable, Donor antenna, mounting hardware and lightning protection between the outside antenna system and the BDA.

Provide and install Heliac coaxial cable between the Splitter's and the designated locations for each distribution antenna as specified in the system design.

Install 6 distribution antennas that will be secured to ceiling tiles. Precautions will be taken to ensure that ceiling tiles will not sag.

Install all of the cable terminations, signal splitters, cable securing hardware.

Apply power to the system and perform system optimization that will include recording all signal levels at each antenna site.

Once the system has been completely implemented and fully tested by Crosspoint, Crosspoint Communications, along with representatives of Flower Mound shall participate in a "Coverage Demonstration Procedure" (CDP). These procedures are described later in this section. Upon final acceptance, the system will be commissioned and customer beneficial use shall begin.



Flower Mound Responsibilities

Crosspoint will require access throughout the building in the different locations affected by the installation. Flower Mound will need to provide clear access to each of these locations during normal business hours.

It will be Flower Mound's responsibility to ensure the proper representatives are available to attend a scheduled pre-project meeting. Representatives will need to authorize the placement of the different system components. At this meeting, Crosspoint will review the installation schedule and Flower Mound responsibilities.

Flower Mound will need to provide representatives to participate in the Coverage Demonstration Procedure.

It will be necessary to secure a letter of permission from the Denton County owner or system administrator prior to installation of the BDA.

Single point Ground within 6' of BDA installation
15A AC Circuit within 6' of BDA installation

Work will be conducted prior to occupancy. If a debris collection device is necessary for ceiling tile removal additional labor charges will apply.

1. Provide all authorizations to perform the installation services.
2. Obtain and provide all approvals, permits, and agreements as required at all sites and locations.
3. Provide adequate space for equipment to be installed.
4. Provide primary electrical power at the site.
5. Provide all roof penetrations required by the project unless they are outlined in the Crosspoint Communications statement of work section.
6. Provide Point of Contact to monitor and answer questions related to project.
7. Sign "Installation Completion Form" upon satisfactory completion of project.
8. Provide all buildings, equipment shelters, and towers required for system installation
9. Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
10. Obtain all licensing, site access, or permitting required for project implementation.
11. Provide any specialized cable management systems required by the project.
12. Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
13. Coordinate the activities of all Flower Mound vendors or other contractors.
14. Provide all Cable run path ways.
15. Provide all fire stops and fireproof sleeves.



Assumptions

Crosspoint Communications has developed a comprehensive engineered solution contained within this proposal with the best intentions of satisfying the needs of Flower Mound. Certain assumptions were made in order for Crosspoint Communications to design this system. The following is a list of site requirements and design assumptions for the system.

1. All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
2. All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
3. All existing towers or roof tops will have adequate space and size to support the antenna network requirements of the system described.
4. Any site/location upgrades or modifications are the responsibility of the customer.
5. Any tower stress analysis or tower upgrade requirements are the responsibility of Flower Mound.
6. Approved FCC licensing provided by the Flower Mound.
7. Approved local, State, Federal third party permits as may be required for the installation and operation of the proposed equipment are the responsibility of Flower Mound.
8. Any required system interconnections not specifically outlined here will be provided by Flower Mound. These may include dedicated phone circuits, microwave links, Ethernet or other types of connectivity.
9. Crosspoint Communications is not responsible for interference caused or received by the Crosspoint Communications provided equipment.. Should the Flower Mound's system experience interference, Crosspoint Communications can be contracted to investigate the source and recommend solutions to mitigate the issue.



Parts and Labor

Description	Cost
Equipment	\$28,724.18
Installation & Optimization	\$24,091.21
Warranty Wrap Year One	\$300.00
Total	\$ 53,115.39

BuyBoard Contract 523-17

Payment terms and conditions

Crosspoint Communications Inc. will submit invoice to Town of Flower Mound according to the Payment Schedule below. Flower Mound will make payment when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. Tax not included.

100% Due upon Final System Acceptance



System Acceptance

As part of this proposal, Crosspoint Communications Inc. is providing a 95% coverage guarantee at a Delivered Audio Quality (DAQ) level of 3.0. The following table describes the subjective performance description as defined in the TIA TSB-88 Bulletin.

Delivered Audio Quality (DAQ) Scale Definitions

Delivered Audio Quality	Subjective Performance Description
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent Noise/Distortion.
DAQ 4.0	Speech easily understood. Occasional Noise/Distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some Noise/Distortion.
DAQ 3.0	Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion.
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to Noise/Distortion.
DAQ 1.0	Unusable, speech present but unreadable.

RF coverage performance will be demonstrated to ensure that the coverage extension system provides a DAQ level as stated throughout the specified coverage area. The procedure is explained in the following paragraphs.

Coverage demonstration shall be considered complete and successful when the ability to send and receive intelligible voice communications over a portable radio inside each facility and the fixed test team's stationary location has been demonstrated as defined in the Coverage Demonstration Procedure (CDP).

In the event that the Coverage Demonstration does not demonstrate the required level of coverage, Crosspoint will, with the cooperation of Flower Mound, optimize the system and/or provide all additional labor and materials required to meet the performance criteria as defined in this proposal.



The following is required for the CDP:

Resources: Two Flower Mound Representatives, two Crosspoint Representatives

Equipment: Building plans with mutually agreed upon test points marked, two fully charged portable radios.

Coverage Demonstration Procedure (CDP)

One Flower Mound and one Crosspoint representative will be located at the Flower Mound dispatch center or control point. This team will be responsible for controlling the CDP and completing the Acceptance Test Check Sheets. This team will be called the Stationary Team. The second Flower Mound and Crosspoint representative will each be equipped with one portable radio. This team will be responsible to initiate and/or receive calls from each of the test points in the facility. This team will be called the Mobile Team.

Test calls will be initiated from the mobile team once they have reached an agreed upon test point. The test at each point will consist of the following transmissions:

- Mobile Team ---“This is mobile team testing, one two, three, four, five at location XYZ, do you read me”, “Over”
- Stationary Team --- “Affirmative, testing, one, two, three, four, five. Received your message at DAQ X.X,”, “Over”
- Mobile Team ---“Mobile team received your message at DAQ X.X,”
- Move to the next location.

The stationary team will be responsible for all documentation for both teams.



Failed Test Points

In the event that a transmission fails in either direction, the mobile team will move 2-5' from the previous test position and the test point procedure will be repeated. If the test point fails this second attempt, it will be noted as a failed test point. A failed test point is any point that is graded at less than a DAQ level of 3.0 in either direction. Transmissions including the test message will be the only transmissions that are graded.

Proof of 95% Reliability

Test points will be determined during the acceptance-testing phase of the implementation. Locations will be evenly distributed throughout the area. Flower Mound reserves the right to decline testing any test points. Declined test points will be considered unknown and not taken into account.

Flower Mound will supervise the entire test. Coverage will be tested and verified for both talk-in and talk-out directions. Extrapolation of results from tests in one direction to reach conclusions about the other direction will not be acceptable. A failure in either the inbound or outbound direction will constitute a failed test location.

A successful test point shall be one that provides delivered audio quality of at least DAQ 3.4 in both the inbound and outbound directions. A failure in either the inbound or the outbound direction at a test location will constitute a failed test location. In the event that the first test call (inbound or outbound) is unsuccessful, the field team will be allowed to move up to 5' and a retry will be permitted. If the second attempt to communicate fails that test location will be deemed a failure.

The following information will be submitted to Flower Mound at the conclusion of the acceptance testing previously described. Once this document is signed the warranty period shall begin.



System Acceptance Document

Flower Mound approves and accepts the City Hall BDA as implemented in the New City Hall Location in its present form. The System Acceptance Test Plan has been successfully completed and Flower Mound has commenced beneficial use of the system.

Flower Mound Representative

Crosspoint Communications Representative

Signature

Signature

Name (Print)

Name (Print)

Position

Position

Date

Date



System Warranty

All manufacturer warranties apply. New equipment provided by Crosspoint features a full one-year parts and labor warranty from the factory. Crosspoint's on-site warranty service is offered for 90 days after system acceptance. Copies of the manufacture's warranty are available upon request.

Service agreement on equipment can be written to cover all infrastructures on a 24 x 7 basis. If Flower Mound so chooses after the warranty period has expired, a maintenance agreement could be developed to cover malfunctions, electronic components, and failure. Negligence, abuse and Acts of God are not covered under a service agreement.

Crosspoint Communications will provide Service on the equipment with parts support from the factory. Crosspoint's maintenance during the warranty period is performed between the hours of 8:00AM and 4:30PM Monday through Friday

What the Warranty Does Not Cover

- Defects or damage resulting from use of the Product in other than its normal and customary manner.
- Defects or damage from misuse, accidents, water, or neglect.
- Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- Breakage or damage to antennas unless caused directly by defects in material workmanship.
- Products, which have had the serial number, removed or made illegible.
- Freight cost to and from the repair depot.
- Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- A Product subjected to unauthorized Product modifications, disassemblies or repairs.
- Normal and customary wear and tear.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: November 5, 2018

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the annual firefighter physical examinations with Huguley Memorial Medical Center through contract No. 2018-A in the total amount of \$52,520.00 and authorization for the Mayor to approve same on behalf of the Town.

BACKGROUND INFORMATION: Annual firefighter physicals are highly effective in providing early detection and prevention of many kinds of diseases and health conditions that may make the performance of the firefighter's job unsafe for the individual, as well as the rest of the department. In addition, the physicals provide a baseline of where personnel are and measures change over time. The annual firefighter physicals consist of various diagnostic screenings and an extensive physician examination with one-on-one counseling. This item is for approval of the Fire Department's annual firefighter physical examinations with Huguley Memorial Medical Center, at the contracted prices, in the estimated amount of \$52,520.00.

FISCAL IMPACT: \$52,520.00

Proposed Expenditure:	Account Number(s):
\$52,520.00	100-660-62000-5110

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENT:

1. Huguley Assessment Center Individual Test Pricing List

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

HUGULEY ASSESSMENT CENTER**Annual Firefighter Physicals
Individual Test Price List****Flower Mound Fire Department**

Physician Examination	\$80.00
Graded Exercise Stress Test (including EKG analysis)	\$130.00
Fitness Tests (body fat, curl-ups, push-ups, flexibility)	\$15.00
Pulmonary Function Testing	\$25.00
Audiometric Evaluation	\$10.00
Vision Screening	\$10.00
Cardiac Risk Profile	\$5.00
Range of Motion Testing	
Blood Testing	
CBC with Differential	\$30.00
Chemistry	\$40.00
Hepatitis B Titer	\$30.00
Urinalysis	\$10.00
Chest X-ray	\$70.00
Travel	\$25.00
Total Assessment Cost:	
Total Assessment Cost with Lumbar X-ray	\$480.00
 Additional Test:	
 PSA on 45 and over	 \$40.00
Haz-Mat Testing	\$225.00



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: November 5, 2018

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of the purchase of fifty sets of bunker gear from NAFECO, Inc. through BuyBoard Purchasing Contract No. 524-17 in the total amount of \$126,732.00 and authorization for the Mayor to approve same on behalf of the Town.

BACKGROUND INFORMATION: This purchase represents year two of a two-year project towards providing each firefighter with two sets of turnout gear. Firefighters are at increased risk of certain types of cancer as a result of occupational exposure. The second set of gear will allow firefighters the ability to immediately have a clean set of turnouts available while the carcinogen contaminated turnouts are cleaned. When the gear has been used and exposed at a fire, firefighters must attempt to find gear that fits them from our limited supply of reserve gear. As sets of active and reserve gear are inspected and tested, those failing to meet compliance with NFPA 1851 mandates must be taken out of service and retired.

FISCAL IMPACT: \$126,732.00

Proposed Expenditure:	Account Number(s):
\$126,732.00	100-660-63000-2270

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENT:

1. NAFECO, Inc. Sales Quote

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

**NAFECO Inc.**

"North America Fire Equipment Co."
 1515 West Moulton Street
 Decatur, AL 35601
 Office: **800-628-6233**

Damon Stewart (903) 813-6569**Sales Quote****Bill To:**

Flower Mound Fire Department
 2121 CROSS TIMBERS ROAD
 FLOWER MOUND, TX 75028

Shipping Address:

Flower Mound Fire Department
 3911 S. Broadway Ave.
 FLOWER MOUND, TX 75028

Date: 10/05/2018

Customer ID: FLO315

BuyBoard Contract# 524-17

Contact	Sales Rep #	Sales Rep.	Expires	PSGQ	Contact	Terms	Tax ID
Kirby	82	Stewart		PSGQ18145	524-17	30	

Line	Item	Qty.	Description	Unit Price	Total
1	CVFM	50	Lion / V-Force® Raglan Sleeve Coat with Black PBI® Max, 7.0 oz., C7 Liner	\$1,397.59	\$69,879.50
2	PVFM	50	Lion / V-Force® Belted Pants with black PBI® Max, 7.0 oz., C7 Liner	\$1,110.50	\$55,525.00
3	SF257	50	Hook and Dee with Zipper Coat Closure System no Velcro	\$20.28	\$1,014.00
4	RP052	50	4"x7"x2" Chest pocket for Turn-Out Coat	\$6.27	\$313.50
5					
				Total	\$126,732.00



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: November 5, 2018

FROM: Eric Greaser, Fire Chief *EG*

ITEM: Consider approval of a Quote from Axon Enterprises, Inc. for the purchase of body worn camera products and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Approval on a quote is requested from Axon Enterprise, Inc. for the purchase of five body worn cameras (BWC) and associated data storage needed to maintain the 180 day retention period for non-evidentiary digital video recording and five Taser CEW units for all Fire Prevention staff. The cameras provide documentation of any unusual interactions with business owners and citizens and will serve to protect Fire Investigators against false claims and also provide a high degree of accountability to the citizens for the investigators. The addition of the Taser will provide another level of less lethal force that could be utilized to prevent an encounter escalating to a deadly force situation.

A Decision Package was approved for the BWC and Tasers with the FY 18-19 Budget and the Master Services and Purchasing Agreement (for both the Police and Fire Department) was approved by Town Council on October 1, 2018.

The five BWC systems including all the needed hardware and storage for the BWC and the addition of the Tasers for five Officers for a five year contract term would be \$9,657.00 for year one and \$5,732.00 for years two through five for a five year total of \$32,585.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$9,657.00

Proposed Expenditure:	Account Number(s):
\$ 9,657.00	100-660-65000-2030

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Axon Enterprises, Inc. Quote

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-182796-43375.820AM

Issued: 10/02/2018

Quote Expiration: 10/31/2018

Account Number: 462655

Start Date: 11/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Andrew Mellen

Phone: 800-978-2737

Email: amellen@axon.com

Fax: 480-991-0791

PRIMARY CONTACT

William Harden

Phone: (972) 874-6208

Email: william.harden@flower-mound.com

SHIP TO

William Harden
Flower Mound Fire Dept.
3838 Forums Dr.
Flower Mound, TX 75028
US

BILL TO

Flower Mound Fire Dept.
3838 Forums Dr.
Flower Mound, TX 75028
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	4	1,188.00	1,188.00	4,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
88135	UCP SMART - YEAR 1 PAYMENT	4	128.00	128.00	512.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	4	499.00	499.00	1,996.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	4	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	4	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	4	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	1	1,495.00	1,495.00	1,495.00
22002	BLACK X2 CEW, HANDLE	4	0.00	0.00	0.00
22014	WARRANTY, 4 YEAR, X2	4	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	4	0.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	3	0.00	0.00	0.00
22155	INERT SIMULATION CARTRIDGE, X2	8	49.00	49.00	392.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	1	0.00	0.00	0.00
				Subtotal	9,657.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	9,657.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	1	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	1	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	1	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	1	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	4	1,188.00	1,188.00	4,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
88136	UCP SMART - YEAR 2 PAYMENT	4	128.00	128.00	512.00
				Subtotal	5,732.00
				Estimated Tax	0.00
				Total	5,732.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	4	1,188.00	1,188.00	4,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	1	468.00	468.00	468.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
88137	UCP SMART - YEAR 3 PAYMENT	4	128.00	128.00	512.00
				Subtotal	5,732.00
				Estimated Tax	0.00
				Total	5,732.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	4	1,188.00	1,188.00	4,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
88138	UCP SMART - YEAR 4 PAYMENT	4	128.00	128.00	512.00
				Subtotal	5,732.00
				Estimated Tax	0.00
				Total	5,732.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	4	1,188.00	1,188.00	4,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	468.00	468.00	468.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
88139	UCP SMART - YEAR 5 PAYMENT	4	128.00	128.00	512.00
				Subtotal	5,732.00
				Estimated Tax	0.00
				Total	5,732.00

Grand Total	32,585.00
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Summary of Payments

Payment	Amount (USD)
Year 1	9,657.00
Spares	0.00
Year 2	5,732.00
Year 3	5,732.00
Year 4	5,732.00
Year 5	5,732.00
Grand Total	32,585.00

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print):

STEVE DIXON

Title:

MAYORPO# (Or write
N/A):19102TOWN OF FLOWER MOUND

Please sign and email to Andrew Mellen at amellen@axon.com or fax to 480-991-0791

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-182796-43375.820AM

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TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: November 5, 2018

FROM: Brittnei Barnett, Grants and Financial Analyst

ITEM: **Consider acceptance of grant funds from the Department of Justice's Office of Justice Programs for the purchase of bulletproof vests for the Police Department as part of the FY 2018 Bulletproof Vest Partnership.**

BACKGROUND INFORMATION: The Town applied for and was awarded a grant in the amount of \$7,122.08 from the Department of Justice Office of Justice Programs for the FY 2018 Bulletproof Vest Partnership Program. The Bulletproof Vest Partnership Program reimburses municipalities up to 50% of the cost of body armor vests purchased for law enforcement officers, and the remaining 50% will come out of the General Fund Police Services budget.

If approved, this grant, along with the Town's match, will allow the Town to purchase 15 bulletproof vests for the Police Department.

This grant does not have a formal agreement the Mayor has to sign. The Town received email notification that we received an award under the FY 2018 Bulletproof Vest Partnership solicitation. The funds are already posted to the Town's Bulletproof Vest Partnership System and ready to spend after Council's approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$7,122.08

Proposed Expenditure:	Account Number(s):
\$7,122.08	Grant Fund

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: James Donovan; Taylor, Olson, Adkins, Sralla, & Elam L.L.P. has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

RECOMMENDATION: 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 ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF JUSTICE'S OFFICE OF JUSTICE PROGRAMS FOR THE FISCAL YEAR 2018 BULLETPROOF VEST PARTNERSHIP PROGRAM; APPROVING THE PURCHASE OF BULLETPROOF VESTS FOR THE TOWN USING AWARDED GRANT FUNDS; PLEDGING THAT THE TOWN OF FLOWER MOUND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS OF THE BULLETPROOF VEST PARTNERSHIP PROGRAM.

WHEREAS, the Town of Flower Mound applied for and has been awarded a grant in the amount of \$7,122.08 from the FY 2018 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program to provide funding for purchase of bulletproof vests for the Town of Flower Mound Police Department; and,

WHEREAS, the Town Council of the Town of Flower Mound finds that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to accept the awarded grant funds and authorize the purchase of bulletproof vests for the Town of Flower Mound Police Department with said funds.

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

SECTION 1

That all of the above recitations are true and correct and adopted as if fully set out herein.

SECTION 2

The Town of Flower Mound approves and accepts the awarded grant amount of \$7,122.08 from the FY 2018 Department of Justice's Office of Justice Programs for the Bulletproof Vest Partnership Program.

SECTION 3

The grant funds are hereby authorized to be used to fund equipment in accordance with the grant award and will be used only for the purposes for which they are intended under the program.

SECTION 4

This Resolution shall be effective upon its adoption.

RESOLUTION NO. _____

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: November 5, 2018

FROM: Brian Waltenburg, P.E., CIP Engineering Manager

ITEM: Consider approval of Change Order No. 1 for the construction of the Lake Forest Boulevard Roadway Improvements and 12-inch Waterline projects, amending the contract with Joe Funk Construction, Inc., to provide for an increase to the contract in the amount of \$38,393.65; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On April 16, 2018, Joe Funk Construction, Inc., was awarded the Lake Forest Boulevard Roadway Improvements and 12-inch Waterline projects, in the amount of \$1,332,670.69.

Change Order No. 1 allows payment to be made for additional storm water pipe and improvements at the intersection of Hill Ridge Dr. and Lake Forest Blvd. The intersection improvements were requested by Town View Estates and Bryn Marr Estates during several project meetings with Town Staff and HOA representatives. The intersection improvements include the completion of a trail gap along Lake Forest at Bluebonnet Park, ADA improvements, and the addition of a flashing pedestrian crosswalk south of Hill Ridge Dr. Change Order No. 1 increases the contract in the amount of \$38,393.65, for a revised contract amount of \$1,371,064.34.

FISCAL IMPACT: \$38,393.65

Proposed Expenditure:	Account Number(s):
\$ 2,308.15	550-117-96011
\$ 36,085.50	601-900-96011

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Joe Funk Construction

Project: Lake Forest Boulevard Roadway Improvements and 12" Waterline

CHANGE ORDER NO. 1

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:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
4	Temporary Erosion, Sedimentation and Water Pollution Prevention Plan (SWPPP)	LS	Add	1	\$ 2,500.00	\$ 2,500.00
6	Furnish and Place 4" Topsoil	SY	Add	100	\$ 2.60	\$ 260.00
7	Furnish and Place sodding	SY	Add	100	\$ 6.50	\$ 650.00
8	Remove Concrete Flatwork	SY	Add	120	\$ 26.00	\$ 3,120.00
16	5' Wide Concrete Sidewalk (4" Thick)	SF	Add	315	\$ 5.53	\$ 1,741.95
17	8' Wide Concrete Trail (5.5" Thick)	SF	Add	1500	\$ 6.83	\$ 10,245.00
21	21" Reinforced Concrete Class III Pipe	LF	Add	48	\$ 97.50	\$ 4,680.00
24	Trench Safety	LF	Add	48	\$ 3.90	\$ 187.20
CO1-A	ADA Ramp	EA	Add	4	\$ 2,600.00	\$ 10,400.00
CO1-B	Saw Cutting	LF	Add	100	\$ 6.00	\$ 600.00
CO1-C	Pedestrian Flasher Pier Installation	VF	Add	12	\$ 300.00	\$ 3,600.00
CO1-D	Thermoplastic 120mil 8" Crosswalk Stripe	LF	Add	70	\$ 3.90	\$ 273.00
CO1-E	Thermoplastic 120mil Yield Triangle Stripe	LF	Add	35	\$ 3.90	\$ 136.50

SUBTOTAL**\$ 38,393.65****JUSTIFICATION**

Change Order No. 1 provides for the following.

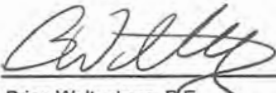
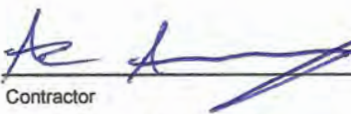
Items 4, 5, 6, 7, 8, 16, 17 & CO1-A, B, C, D, E allows for payment to be made for improvements at the intersection of Hill Ridge Dr. and Lake Forest Blvd. These improvements were requested by Town View Estates and Bryn Marr Estates during several project meetings with Town Staff and HOA representatives. The improvements include the completion of a trail gap along Lake Forest at Bluebonnet Park, ADA improvements at the intersection of Hill Ridge Dr. and Lake Forest Blvd., and the addition of pedestrian flasher piers for a flashing pedestrian crosswalk south of Hill Ridge Dr.

Items 21 & 24 allows additional payment to be made for installation of an additional RCP required to replace existing pipe that was too shallow and conflicted with the proposed road subgrade. Because the existing RCP was not shown correctly on the as-built drawings, the work was not anticipated.

Thirty days is added the substantial and final completion dates due to the additional work and delays related to the extension of the RCP.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 1,332,670.69
Change Order #1	\$ 38,393.65
Revised Contract Price	\$ 1,371,064.34
Original Substantial Completion Days	120
Change Order No. 1 Additional Days	30
Revised Substantial Completion Days	150
Original Final Completion Days	150
Change Order No. 1 Additional Days	30
Revised Final Completion Days	180

Recommended for Approval	 <u>Brian Waltenburg, P.E.</u> CIP Engineering Manager	<u>10/15/2018</u> Date	 <u>Aaron Albright, Vice President</u> Contractor Title	<u>10/15/2018</u> Date
Approved	<u>Steve Dixon</u> Mayor, Town of Flower Mound			



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: November 5, 2018

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a professional service agreement with Kimley-Horn and Associates Inc., to provide design and construction documents for the Bakersfield Restroom and Concrete Walkway project, in the amount of \$55,300.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The addition of a restroom facility has been a request from the Flower Mound Youth Sports Association for the last 10 years and has been on the five-year CIP since FY15/16. The project is also listed in the 2017 Parks and Trails Master Plan as a Sustainable Project to be accomplished within 1 to 10 years.

The location where the restroom will be installed is generally located in between baseball fields Numbers 1 thru 4, which host the younger age groups. With the closest restroom approximately 800-feet away, and near the parking lot, many parents feel uneasy about letting their son(s) or daughter(s) use the facility without them nearby. It can also take a player away from their game for an extended amount of time. The new restroom will help alleviate this problem while meeting citizens requested park improvement.

As part of the same project, funds were added to install approximately 600-feet of 6-foot wide concrete walkways from the parking lot to the new restroom facility. This dirt path has been worn out by players, coaches, and parents, as a short cut to fields Numbers 1 thru 4. The concrete path will provide a safe route to the fields as well.

The funding for the park improvement project was recommended for approval by the Parks Board at their April 5, 2018, regular meeting, and by the Community Development Corporation after a public hearing at their April 24, 2018, meeting. Both of these items were approved by unanimous vote.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$55,300.00

Proposed Expenditure:	Account Number(s):
\$55,300.00	317-110-90601

Finance Review by: Debra Wallace, Deputy Town Manager /CFO *DW*

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn & Associates, Inc.**

This contract is entered into on this _____ day of _____, 20____, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn & Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Bakersfield Park and Concrete Walkway project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering and planning professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT has represented or is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Bakersfield Park and Concrete Walkway project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Fifty Five Thousand, Three Hundred and No/100 Dollars (\$55,300.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis in accordance with Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

TOWN reserves the right to revise or expand the scope of services after due approval by TOWN as TOWN may deem necessary, but in such event TOWN shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide TOWN a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by TOWN under this Contract, TOWN must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Flower Mound Town Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when TOWN has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

Notwithstanding any other provision of this Contract, this Contract may be terminated at any time by TOWN for any reason, with or without cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance

A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by TOWN, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis save and except the Professional Liability Insurance which may be written on a "claims-made" basis, provided that "tail coverage" or continuation coverage is provided. The insurance requirements shall remain in effect throughout the term of this Contract.

The CONSULTANT shall furnish to TOWN certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be addressed as follows:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

If any of the foregoing insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the Contract and acceptance by the TOWN. All such insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;
3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

David Bauer
 Construction Manager
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6308 Telephone

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to TOWN is required. CONSULTANT shall also notify TOWN within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s);

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;
5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. The TOWN's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein, save and except Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

IX.

Right to Inspect Records

CONSULTANT agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that TOWN shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONSULTANT reasonable advance notice of intended audits.

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

TOWN and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT

OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of TOWN in the performance of this Contract. No term or provision of or act of CONSULTANT or TOWN under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between TOWN and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract for cause. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to TOWN to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse TOWN for such excess.

TOWN's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at TOWN's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to TOWN; or
- (c) Monetary damages.

XV. Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVIII entitled Confidential Information shall survive termination of this Contract.

XVI. Changes

TOWN may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between TOWN and CONSULTANT shall be incorporated by written modification to this Contract.

XVII. Conflicts of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

No officer or employee of TOWN shall have any personal, financial interest, direct or indirect, in this Contract nor have any direct financial interest in the sale to TOWN of any land, materials, supplies, or services under this Contract, except on behalf of TOWN as a TOWN officer or employee. Any violation of this prohibition with knowledge, expressed or implied, of the person or corporation contracting with TOWN shall render the Contract voidable by the Director or the Town Council.

XVIII. Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in

accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

All notices and communications under this CONTRACT to be mailed to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONSULTANT is otherwise notified:

David Bauer
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until TOWN is otherwise notified:

Kyle Sanderson P.E.
13455 Noel Rd.
Two Galleria Office Tower
Suite 700
Dallas, TX 75240
Telephone: 972 770 1300

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XX.
Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

CONSULTANT shall not discriminate against any employee, applicant for employment, contractor, or sub-contractor because of the race, age, color, religion, sex, or national origin of such person. Engineer shall take affirmative action to insure that all such persons are treated equally during their employment without regard to their race, age, color, religion, sex, or national origin. If CONSULTANT fails to comply with the federal or state laws relating to Equal Employment Opportunity, it is agreed that TOWN, at its option, may do either or both of the following:

- (a) Cancel, terminate, or suspend the Contract in whole or in part; or
- (b) Declare CONSULTANT ineligible for future TOWN contracts until it is determined to be in compliance.

XXII.
Arbitration

CONSULTANT agrees not to enter into any agreement to arbitrate arising out of, or relating to, this Contract which would subject TOWN to being a party to any arbitration without TOWN's prior written consent.

XXIII.
No Waiver of Governmental Immunity

Nothing in this Contract shall be construed as a waiver of TOWN'S governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of TOWN, except to the extent expressly provided otherwise herein.

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

This Contract embodies the entire agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXVII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by TOWN in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVIII.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXIX.
Venue

Situs of this Contract is agreed to be Denton County, Texas, for all purposes, including performance and execution, and the parties to this Contract agree and covenant that this Contract will be enforceable in Flower Mound, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no

way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with TOWN or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either TOWN or CONSULTANT.

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Kimley-Horn & Associates, Inc.

By: [Signature]
 Name: Dean Henigsmann
 Title: Senior Vice President
 Date Signed: 10/2/18

State of Texas §
 §
 County of Denton §

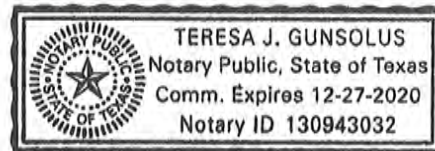
This instrument was acknowledged before me on the 2 day of October, 2018, by Dean Henigsmann in his capacity as Senior V.P. of Kimley-Horn & Assoc., a N. Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Kimley-Horn & Assoc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2 DAY OF Oct, 2018.

[Signature]
 Notary Public, State of Texas

My Commission Expires:

12-27-2020



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Bakersfield Park Restroom Facilities and Lift Station

PROJECT UNDERSTANDING

The Town of Flower Mound is planning to construct a prefabricated restroom facility to serve Bakersfield Park. The Town has requested Kimley-Horn to provide design services for a water line, lift station and force main to serve the proposed restrooms.

SCOPE OF PROFESSIONAL SERVICES

TASK 1: DESIGN

A. Design

1. Analyze water demands and wastewater flows for a proposed pre-packaged restroom facility. Evaluate hydraulic operating conditions for a pre-packaged lift station system.
2. Prepare site plan for restroom facility and lift station.
3. Design approximately 550 LF of horizontal water line design to serve restrooms.
4. Design approximately 500 LF of horizontal force main design to tie-into existing wastewater main.
5. Coordinate with restroom and pre-packaged lift station manufacturer.
6. Electrical design to provide power for restroom and lift station from the existing electrical system at the park.
7. Integrate lift station monitoring system into the Town's existing SCADA system.
8. Prepare plan sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet and are anticipated to include the following:
 - a) Cover
 - b) General Notes
 - c) Site Plan
 - d) Water Plan
 - e) Force Main Plan
 - f) Lift Station Details
 - g) Construction Details
 - h) Erosion Control Details
 - i) Electrical Site Plan
 - j) Electrical One Line Diagram
 - k) Electrical Details
 - l) Instrumentation Details

9. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon *Flower Mound Contract Documents*. The *NCTCOG Standard Specifications for Public Works Construction* and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
 10. Make revisions based on the Town's review of the 95% submittal.
 11. Prepare opinion of probable construction costs.
- B. Submittals/Deliverables
1. 95% plans, specifications, and opinion of probable construction cost.
 2. 100% plans, specifications, and opinion of probable construction cost.
- C. Meetings
1. Conduct kick-off meeting with the Town during monthly project update meeting.
 2. Conduct meeting with Town to review 95% plans during monthly project update meeting.
- D. Services provided by the Town
1. Review and comment on 95% Contract Documents (plans and specifications) and OPCC.
- E. Exclusions
1. Site plan and water and force main design intent will be communicated using high-resolution aerials as reference. Detailed ground survey is not included in this scope of work.
 2. Design of storm water detention as a result of increased impervious area onsite is not included in this scope of work.
 3. Restroom building is anticipated to be placed on 6" crushed stone foundation. Structural foundation design and geotechnical design for the restroom building are not included in this scope of work.
 4. Public meetings are not included in the scope of work.

TASK 2: POWER STUDY

- A. Provide comprehensive power study for existing and new equipment being installed at Bakersfield Park.

TASK 3: BIDDING PHASE SERVICES

- A. Print and issue 5 sets of bidding documents and provide CD with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover the cost of printing those documents.

B. Review Contractor questions and issue addenda as required.

C. Deliverables

1. Addenda as required
2. Print and deliver to the Town up to 5 sets of bid documents
3. CD with PDFs of bid documents

TASK 4: RECORD DRAWINGS

A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Kimley-Horn will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.

B. Deliverables

1. One (1) compact disc containing Record Drawing in digital format (PDF, TIFF, CAD)

C. Services Provided by the Town

1. Review of Contractor's marks for completeness and accuracy

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Attending public meetings during the project.
- Attending a Pre Bid Meeting
- Preparing a Bid Tabulation or Recommendation Letter
- Reviewing Contractor's References
- Performing field survey
- Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – Design	\$44,300
TASK 2 – Power Study	\$6,600
TASK 3 – Bidding Phase Services	\$2,100
TASK 4 – Record Drawings	\$2,300
<u>TOTAL:</u>	<u>\$55,300</u>

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: November 5, 2018

FROM: Tiffany Bruce, P.E., Exec Dir of Public Works

ITEM: Consider approval of Change Order No. 2 for the construction of the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, amending the contract with Mario Sinacola & Sons Excavating, Inc., to provide for an increase to the contract in the amount of \$40,037.60; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On June 5, 2017, Mario Sinacola & Sons Excavating, Inc. was awarded the FM 2499 Roadway, Drainage, and Traffic Signal Improvements project, in the amount of \$6,975,634.45.

Change Order No. 1 provided for an increase to the contract in the amount of \$112,820.20. Change Order No. 2 provides for final project quantities, additional ADA and sidewalk construction, additional traffic rail under the flyover and restoration of the irrigation system in the median for an increase to the contract in the amount of \$40,037.60 and a revised contract amount of \$7,128,492.25.

FISCAL IMPACT: \$40,037.60

Proposed Expenditure:	Account Number(s):
\$15,700.50	508-220-98902
\$24,337.10	610-590-98902

Finance Review by: Debra Wallace, Deputy Town Manager /CFO

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Change Order No. 2

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

CHANGE ORDER 2

Effective Date: Upon execution by the Mayor

Owner: Town of Flower Mound

Contractor: Mario Sinacola & Sons Excavating, Inc.

Attn: Emily Culp

10950 Research Road

Frisco, Texas 75033

Ph 214-387-3900

Project: FM 2499 Roadway, Drainage, and Traffic Signal Improvements Project

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:

Item No.	Description	Unit	Add/ Deduct	Quan	Unit Price	Extended Amount
CO2A	RIPRAP (MOW STRIP) (4 IN)	CY	ADD	5.20	\$1,500.00	\$7,800.00
CO2B	CONDT (PVC) (SCH 40) (4")	LF	ADD	186.00	\$10.50	\$1,953.00
CO2C	CONDT (PVC) (SCH 40) (4") (BORE)	LF	DEDUCT	305.00	\$23.10	(\$7,045.50)
CO2D	RADAR CABLE	LF	DEDUCT	922.00	\$3.15	(\$2,904.30)
CO2E	Additional Sidewalk at FM 2499 and Gerault Road	LS	ADD	1.00	\$5,050.00	\$5,050.00
CO2F	Chain Link Fence Revisions	LS	DEDUCT	1.00	\$1,638.00	(\$1,638.00)
CO2G	Restore Irrigation System in Medians	LS	ADD	1.00	\$23,973.47	\$23,973.47
CO2H	Replace Curb & Gutter at Intersection	LF	ADD	41.00	\$27.98	\$1,147.18
CO2I	SSTR Rail Foundation & Painting of Rail & MBGF	LS	ADD	1.00	\$5,653.00	\$5,653.00
CO2J	ADA Domed Paver Pads & Signal Pole Foundation/Removal	LS	ADD	1.00	\$6,048.75	\$6,048.75
Subtotal						\$40,037.60

Original Contract Price

Change Order No. 1

Change Order No. 2

Revised Contract Price

\$6,975,634.45

\$112,820.20

\$40,037.60

\$7,128,492.25

JUSTIFICATION

CO2A-CO2D provide for final in place quantities on contract items previously estimated for payment purposes.

CO2E provides for additional sidewalk to complete the connection to the developers planned sidewalk.

CO2F provides for a deduct in chain link quantity found to not be necessary at the lift station site.

CO2G provides for restoration of the irrigation system in the medians.

CO2H provides for replacement of curb and gutter to accommodate revised ADA ramps at the intersection.

CO2I provides for additional foundation work required for the SSTR Rail and painting of the rail to match the area.

CO2J provides for additional ADA improvements and adjustments, including signal pole foundation work.

Recommended

for Approval

Tiffany Bruce, P.E.

Executive Public Works Director

Date

10/17/18

Approved

Steve Dixon
Mayor

Contractor

MICHAEL SINACOLA
MARIO SINACOLA & SONS EXCAVATING, INC.

Date 10-16-18



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: November 5, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town. The property is generally located south of Rippy Road and east of Long Prairie Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its September 24, 2018, meeting.) (The Town Council postponed the item at its October 1, 2018, meeting and at its October 15, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission report and backup for this item. This item was postponed at its October 1, 2018, and October 15, 2018, Town Council meetings in order to allow adequate time for the developer and the Town staff to finalize the terms of the development agreement.

The possibility of constructing an off-site pedestrian bridge and footings that span the floodplain located to the north of the subject site was discussed at the Parks Board and at the Planning and Zoning meetings. The Town and the Developer were unable to reach an agreement regarding the reimbursement cost of this bridge. The attached Development Agreement (Attachment 3) addresses the reduction of park land dedication fee, along with certain SMARTGrowth analysis reimbursement costs allowed by the Senior Overlay ordinance, and the waterline installation reimbursement cost.

Revised information

1. The concept plan and concept landscape plan have been updated to remove the offsite bridge and trail connection details.
2. The concept elevation for the multi-family building has been updated to change the peak height from 59 feet (59') to 61 feet and seven inches (61'7").
3. The following changes have been made to the development standards (Exhibit "B" to Draft Ordinance):
 - a. Section D. Dimensional Regulations – The maximum height of the multi-family building has been increased from 60 feet to 65 feet. Additional height standards have been included for the outbuildings.
 - b. Section H. Miscellaneous Standards – The maximum residential dwelling units within this development has been capped at 183 units, combined.

SMARTGrowth Fees: Per Ordinance No. 07-17 for Senior Housing, the Town Council may consider certain exceptions to the Town's SMARTGrowth program for a project that meets the Senior Housing definition and criteria listed in this ordinance. As a part of the zoning planned development application, SMARTGrowth studies such as water and sewer studies and environmental studies were completed. A flood study is in progress and must be completed prior to the replat application consideration by the Planning and Zoning Commission. The Developer is requesting a reimbursement of the Town's SMARTGrowth study fees in accordance with the language outlined in the excerpt from the Senior Housing ordinance.

To attract affordable Senior Housing within the Overlay, it is recognized that certain projects that qualify as senior housing due to their size, location, amenities and design, may request potential waivers from some SMARTGrowth Criteria. Any requested waiver shall be evaluated during the development process and action taken thereon by the planning and zoning commission and the town council in accordance with the purposes and objectives contained in the Town's SMARTGrowth program and the need for high quality senior housing. The Town Council may consider certain exceptions from the Town SMARTGrowth Program for a project meeting the above definition and criteria, and submitted under a PD application. Potential exceptions may include:

- Water and wastewater studies
- Traffic Impact Analysis
- Environmental Quality

Park Fees: On June 7, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$770,515.20 (\$4,233.60 per unit) be accepted in lieu of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$252,616.00 (\$1,388 per unit) for a total amount of \$1,023,131.20 (\$5,621.60 total per unit), which totals are based on 182 units. This item is being forwarded to the Town Council for consideration at the same time as the subject project.

The link to the June 7, 2018, Parks Board meeting is:

<https://flowermoundtx.swagit.com/play/06072018-904>

Per Ordinance No. 07-17 for Senior Housing, a Senior Housing development that is located within the overlay district is eligible for a reduction in the Park Fee requirement, subject to compliance with the section below.

Due to the nature of Senior Housing, a developer may request a potential exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

The Town has agreed to assess the Park Land Dedication fee for the proposed development at forty five percent (45%) of per unit fee indicated above. The Developer is required to construct internal and external amenities on the site outlined in Section E of PD-154 using the remaining fifty five percent (55%) of the Park Land Dedication fee based on the per unit calculation. This amount is termed as "Reinvestment Funds." If the Developer fails to fully construct the amenities outlined in Section E of PD-154, the Developer shall pay the entire amount of the Reinvestment Funds to the Town prior to issuance of a certificate of occupancy.

The required Park Development fee of \$1,388 per dwelling unit is assessed at one hundred percent (100%). Based on 182 dwelling units, the Developer shall pay the reduced Park Fees (Park Land Dedication fee plus Park Development fee) in the amount of \$599,347.84 prior to the issuance of a development permit (DEV permit) for this project. Should the number of dwelling units increase to 183 (maximum number allowed by the development standards), the reduced Park fee shall be increased based on the per unit calculation.

Park Fees	Per unit fee (based on 182 units)	Reduced per unit fee (based on 182 units)
Park Land Dedication (770,515.20)	\$ 4,233.60 (assessed at 45%)	\$ 1,905.12
Park Development fee (252,616.00)	\$ 1,388.00 (assessed at 100%)	\$ 1,388.00
Total per unit fee	\$ 5,621.60	\$ 3,293.12

Park Fee Calculation based on the per unit fee:

Reduced Park Fee for 182 units = \$3,293.12 x 182 = \$599,347.84

Reduced Park Fee for 183 units = \$3,293.12 x 183 = \$602,640.96

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance and development agreement as to form and legality.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Draft Development Agreement
4. Updated Letter of Intent
5. Updated Zoning Planned Development Package

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



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: September 24, 2018

FROM: Poornima Kashyap, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD17-0003 - NEM Senior Living) from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential use, and with certain modifications and exceptions to the Code of Ordinances. The property is generally located south of Rippy Road and east of Long Prairie Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exception/modification requests to the Town's regulations which necessitate special consideration by the Commission (see Analysis below).

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 9.149 acres in order to create a planned development district with age-restricted, high-density residential uses in compliance with the provisions listed within Ordinance No. 07-17 for Senior Housing. The property is currently zoned for Retail District-1 (R-1) uses and master-planned for Retail uses.

On March 6, 2017, the Town Council approved a Master Plan Amendment to create an overlay district to address demand for affordable, high-quality, senior housing options for persons 55 years of age or older. The Senior Housing Overlay District was created as a result of immediate need to address the demand for affordable and diverse housing options with quality amenities and services. The adopted Senior Housing ordinance identifies the overlay district to include sites located 2,500 feet on either side of Long Prairie Road (FM 2499) from Justin Road (FM 407) down to the northern boundary of the Lakeside Business District, but not including the Lakeside Business District. The ordinance also allows Senior Housing uses to be considered within any land use category if the property falls within the identified overlay boundary, thus avoiding the need for a Master Plan amendment. The subject site is located within the overlay boundary.

The link to the March 6, 2017, Town Council meeting is:
<https://flowermoundtx.swagit.com/play/03062017-1232>

For the purposes of this overlay, Senior Housing is defined as a high quality retirement or active living residential facility designed for persons 55 years of age or older.

- This use includes independent living facilities with high quality amenities, services, and programs.*
- Any project proposing such a use shall include deed restrictions on the property limiting residents of the project to 55 years or older in accordance with the Fair Housing Act.*
- Any project shall include industry building accessibility standards for the targeted demographic.*
- Any project should have easy access to arterial and collector streets, and convenient access to signalized intersections is preferred.*
- Any project shall demonstrate appropriate transition to existing land uses. Factors to be considered include building height, setbacks, screening and landscaping, use of open space, among other factors.*
- This use does not include “convalescent and nursing homes, hospice care, assisted living, and related institutions.”*

The accompanying concept plan depicts one four-story, 242,000-square-foot building (Building A) with 178 units and four two-story out-buildings with garages on the first floor and living units on the second floor. Building A includes a fully enclosed courtyard and contains a community pool, cabana, gazebo, outdoor grill, and seating areas. Other indoor and outdoor amenities include a clubhouse with game room, lounge area, kitchen and dining, salon, dog spa, dog park and covered parking areas.

The primary access to the proposed facility is from Long Prairie Road and secondary access is provided from a mutual access easement that connects the subject site to a retail development on the south end. The Town’s parking code does not provide parking requirements for a senior multi-family housing development. The applicant has provided a parking analysis (see Attachment A(3)) from similar projects around the Dallas/Fort Worth metroplex and from two out-of-state facilities to determine the parking requirement for a senior housing facility. The site is parked at a ratio of 1.2 spaces per dwelling unit providing a total of 222 parking spaces to serve 182 units.

The conceptual landscape plan provides for required landscape buffer along Long Prairie frontages, street yard landscaping, and parking lot trees. The site plan/landscape plan also depicts 1.287 acres of floodplain/open space located at the northeast portion of the site and approximately 1.18 acres of floodplain/open space located along the east portion of the site. The building materials for the building facade predominantly consist of stone and stucco and meet the Town’s Urban Design Plan.

III. REQUESTED MODIFICATIONS

As a part of the request, the applicant is requesting certain modifications to the minimum and maximum dimensional regulations for the Multi-Family District (MF) and certain exceptions to the Town standards.

Development Standard	Required MF standards	Proposed (PD-154) MF standards
Min. Lot Area	2,800	N/A
Min. Lot Width	60 ft.	60ft.
Min. Front Yard	60 ft.	60ft.
Min. Rear Yard	Compatibility	Exception
Min. Side Yard	10 ft./8 ft./Compatibility	Exception
Max. Lot Coverage	40%	50%
Min. Floor Area	700 sf	500 sf w/average of 850 sf.
Max. Height	3/35 ft.	4/60 ft.

A. Exception to Section 82-302, Compatibility Buffer

The residential compatibility standards apply when a nonresidential or multi-family development is proposed adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. The proposed development shares a majority of the northern boundary with an existing Town Park that is zoned Agricultural and eastern boundary with property zoned for Agricultural uses.

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential and multi-family development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

Due to the location of floodplain along northern and eastern property lines, the applicant is requesting a complete waiver to the compatibility buffer requirements along both the northern and eastern property lines.

B. Exception to Section 82-303, Compatibility Setback

One-story, nonresidential or multifamily buildings, main or accessory, shall be set back from the property adjacent to an existing or proposed residential use 60 feet. Nonresidential or multifamily buildings, more than one story, main or accessory, shall be set back from the property line adjacent to an existing or proposed residential use five feet for every one foot of building height. As noted above (Compatibility Buffer exception) the zoning of the property to the north and east requires a compatibility setback.

The applicant is proposing a 20-foot setback from the northern and eastern property boundaries.

Refer to the applicant's letter of intent [Attachment A(2)] for an explanation of both referenced exceptions.

C. Exception to Section 90-423, Underground Utilities

Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines is located within the subject property boundary along Long Prairie Road. The applicant is requesting an exception to Section 90-423, Underground utilities, of the Code of Ordinances to allow the existing guy wire to remain in the existing location.

D. Exception to Section 90-403, Fully Developed FEMA Floodplain

Per the flood study analysis that is underway, nearly one third of the subject property is located within the Town-defined floodplain. Per the applicant's letter of intent, an exception to Section 90-403 to allow construction within a portion of the fully developed floodplain is required to provide adequate parking and on-site detention. However, the plan does not propose work within the FEMA floodplain.

E. Topographical Slope Exception

According to the Town Code, no development application or project shall be approved that proposes development on any existing topographical slopes of 12 percent or greater, or that proposes to alter any existing topographical slopes that are less than 12 percent but equal to or greater than five percent then available (other than within five feet of the footprint of the proposed structure or structures). The purpose of this criterion is to ensure that development is respectful of and appropriately integrated with the natural physical geography of the land in Flower Mound by requiring environmentally sensitive development techniques to eliminate "scrape and build."

Section 98-147 "Topographical slope protection" allows for an applicant to request an exception to these standards as follows:

Exception. An exception to this requirement may be approved by the town council by the affirmative vote of at least three-fourths super majority vote of all members of the town council, for any development that keeps the character of the natural topography, and integrates the development into and maintains the overall integrity of the natural topography.

- 1. Detailed drawings that illustrate the impact of the proposed development on the natural topography and the manner by which the development is integrated into, reflects and maintains the overall integrity of the natural topography.*
- 2. The identification of those specific best management practices (BMPs) that will be used to maintain and responsibly integrate the development into the natural topography together with an explanation regarding their use within the*

plans for such development. The BMPs to be used shall include, but are not limited to, those BMPs found within the town's engineering design and construction standards.

3. *While recognized as a potential BMP, the use of retaining walls should be kept to a minimum. Any retaining wall four-foot or greater in height shall be designed by a professional engineer licensed by the State of Texas. Retaining walls exceeding eight feet in height are discouraged.*

In considering an exception to this criterion, the town shall, in addition to the foregoing, consider the effects of granting an exception on other environmental features such as trees, habitats, floodplains, scenic vistas, ridgelines, and other environmental features as well as adjacency to established developments and neighborhoods.

The applicant is requesting an exception to Section 98-147. However, this exception shall be limited to the proposed driveway located at the southwest corner of the site over an area of approximately 0.029 acres. This mutual access driveway connects the subject site to the property located to the south, thus providing a second point of ingress/agrees to and from this development.

On June 7, 2018, the Parks Board recommended approval to Town Council that cash, in the amount of \$770,515.20 be accepted in lieu of the otherwise required Park Land Dedication, and Park Development Fees in the amount of \$252,616.00 for the subject project. The item will be forwarded to the Town Council for consideration at the same time as the subject project.

The link to the June 7, 2018, Parks Board meeting is:

<https://flowermoundtx.swagit.com/play/06072018-904>

Per Ordinance No. 07-17 for Senior Housing, a senior housing development that is located within the overlay district is eligible for a reduction in the Park Fee requirement subject to compliance with the section below.

Due to the nature of Senior Housing, a developer may request potential exemption from the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project. Such a request shall be considered by the Town Council concurrent with a zoning PD application.

The applicant is requesting the Town Council consider reductions of the Town's park fees as authorized by the Senior Overlay. The developer is offering to design and build a pedestrian bridge that spans the floodplain located between the northern boundary of the subject site and Gaston Park; and construct a trail extension to College Parkway through Gaston Park. These Town trail improvements are offered as consideration for reduced park fees, along with internal and external amenity enhancements to the property.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written,

the Town had received one correspondence in support and no correspondence in opposition to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent
3. Parking Study

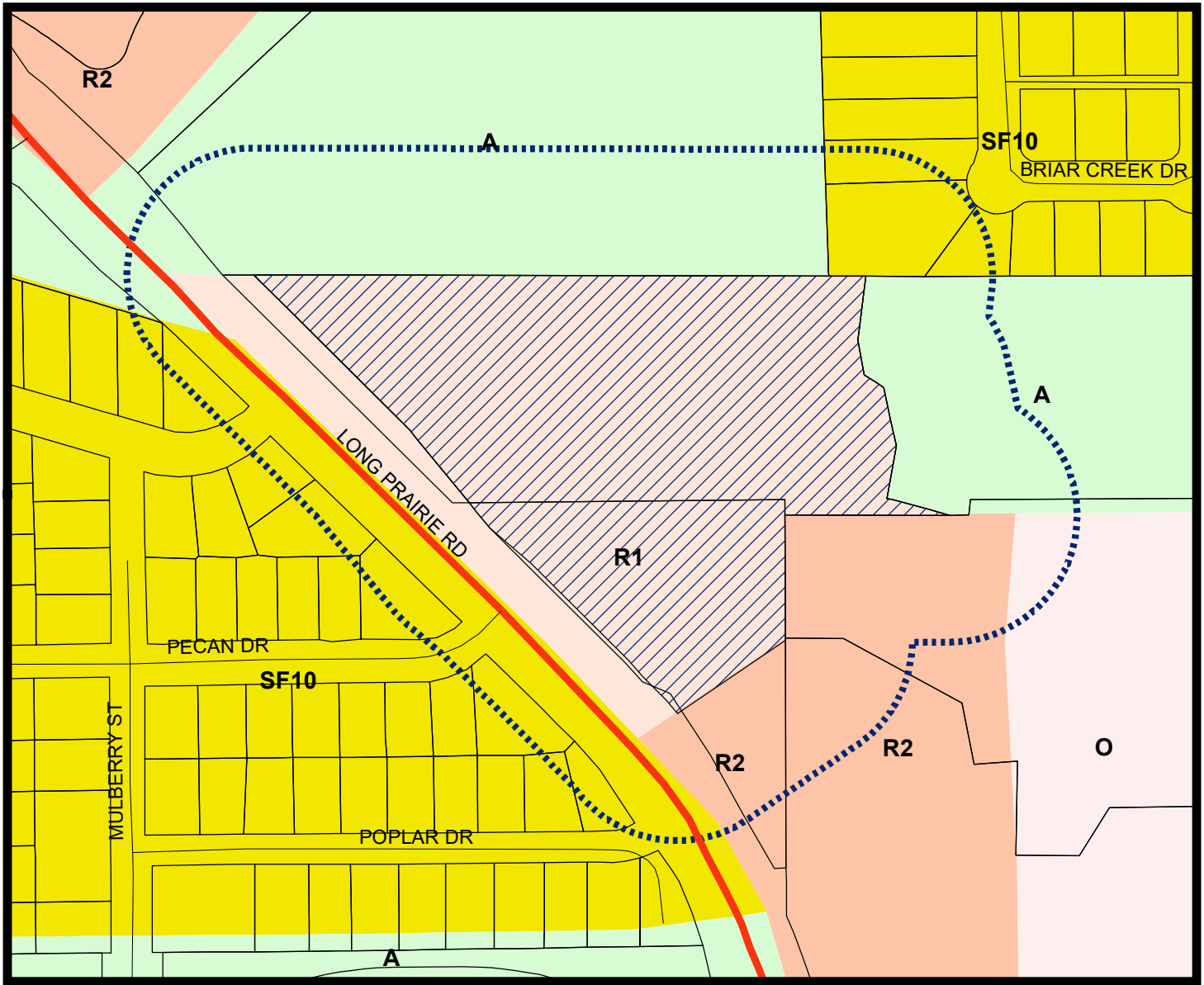
B. Application Details

1. Zoning Planned Development Package
2. Draft Development Standards

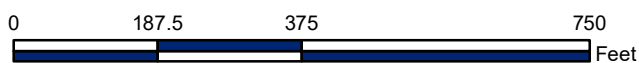
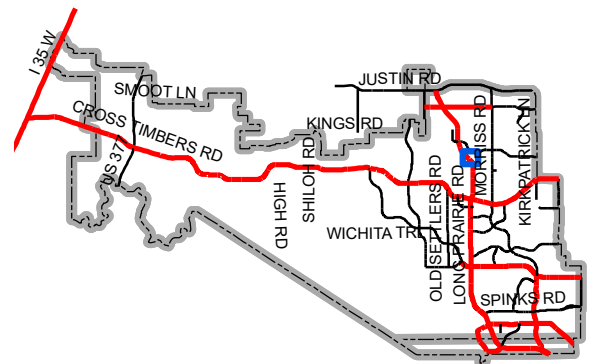
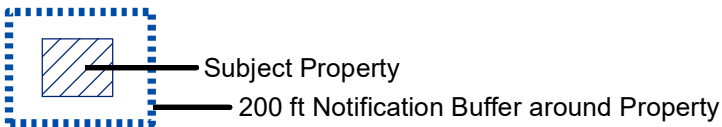


Vicinity Map

Reference Project: ZPD17-0003



LEGEND



Map Location



LETTER OF INTENT > NE DEVELOPMENT, LLC

September 18, 2018

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

RE: Zoning Change Request – NEM Senior Living Planned Development
Letter of Intent
G&A Job No. 17026

Mr. Russell:

Please accept this letter, on behalf of the NE Development, LLC, as an explanation of the proposed Zoning Change Request for approximately nine acres of land located just north of Timber Creek Medical Office Plaza along FM 2499 and south of Timber Creek. This property is currently owned by Minassian Properties, LC. It has a land use designation of Retail and it is currently zoned as Retail – 1 (R-1).

PROJECT DESCRIPTION:

In March of 2017, the Town Council amended the Land Use Plan to create a Senior Housing Overlay District in order to attract development to meet the high demand for this type of living option for the Town's senior population. The Overlay ordinance incentivizes senior housing development by allowing developers to request certain waivers from the Town's SMARTGrowth policy and exemptions from the Town's parkland requirements. Additionally, the presentation of the Overlay ordinance focused on the FM 2499 corridor or areas close to shopping, offices and medical uses as an ideal location for senior housing.

Senior housing options are in demand in the majority of cities throughout the metroplex. As the population ages, baby boomers are looking for low-maintenance living options close to their kids and grandkids with access to nearby shopping and services. NE Development has done several successful senior multi-family projects in this region. The average age of their typical resident is 72. The average time span for leases is between five to eight years. An example of one of their projects is Atlas Point at Prestonwood in Carrollton.

NEM Senior Living will include a four-story building and four outbuildings that are two-story with garages below and one living unit above. Building A will have an internal, fully enclosed courtyard that will feature the community pool, cabanas, gazebos, outdoor grill, and seating areas. The building footprint is approximately 60,700 square feet and the gross floor area of 242,000 square feet. The main entrance will be covered with a portico and will have direct access to the clubhouse area. The proposed amenities and services in the clubhouse include a game room, lounge



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areas, and a full kitchen. Building's B1-B4 will each have four garages for residents and the second story will be a three-bedroom unit.

There will be 182 units within the development, with several of them overlooking the courtyard area or the existing creek and open space areas to the east and northwest. Approximately 66% of the units will be one-bedroom and the remaining 34% will be two or three-bedroom. That breaks down to be 118 one-bedroom units, 60 two-bedroom units, and 4 three-bedroom units. Units will be accessed via an internal corridor system that connects to the clubhouse and ingress/egress points of the building.

Other onsite amenities include a community pool, a coffee bar, dining area, theater/TV lounge, salon, grilling station, dog spa, scheduled activities and events, covered parking areas, seating areas, shade structures, open space, access to the Town's trail system.

The community will be gated to provide additional security for residents. Cross access to the proposed development to the south will be open to motorist; however, the parking areas will be gated. We are proposing a total of 222 parking spaces which will be adequate for residents, guests, and employees. A parking study has been submitted to the Town that details the anticipated parking demand and the adequate number of spaces that will serve this type of development.

Additionally, we are proposing a pedestrian connection to the north to Gaston Park. This will require a bridge to cross Timber Creek in order to access the park and our client has agreed to provide that per the proposed Developer's Agreement. This link provides the missing piece for pedestrians to access River Walk and Timber Trails Park from College Parkway.

PROPOSED ZONING:

The purpose of this application is to request a zoning change to be a Planned Development (PD) with Multi-Family (MF) as the base zoning. Development standards have been drafted and submitted with this request. Additional permitted uses have been added to the PD such as garages and carports/covered parking. The regulations also establish the minimum area per unit at 500 square feet and an average area per unit at 850 square feet. The proposed density is 20.2 du/ac which equals 183 total units. As part of the requested zoning, site amenities for senior living communities are required and our PD will require the amenities described above.

The property is bordered by floodplain and it acts as a natural buffer to the adjacent land uses. To the north is Gaston Park which sits on the other side of Timber Creek. To the east is a 6-acre residential lot that is zoned Agricultural. To the south is Timber Creek Medical Office Park that is zoned as a PD for retail, restaurant, and office uses. This is an ideal location for senior housing due to the proximity of the Senior Center, which sits just across FM 2499 on West Windsor, and the Flower Mound Hospital, which is just south in the River Walk.



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EXCEPTIONS:**Compatibility Buffer and Setback:**

Section 82-302, Compatibility Buffer requires a 25-foot buffer and masonry screening wall along the eastern and northern property lines. Since these areas directly abut land that will be deeded over to the Town for a public park, the buffer and screening are not necessary. The existing vegetation and floodplain provide adequate buffering.

Section 82-303, Compatibility Setback, requires a multi-story building to be setback from adjacent residential property at a ratio of five feet for every one foot of building height. Since the proposed building is a little over 58 feet in height, that would require the setback to be 300 feet. The building is approximately 180 feet from the eastern property line and is separated by Timber Creek. Therefore, we would like to request an exception to the Compatibility Setback requirement.

Town-Defined Floodplain:

We have conducted a detailed flood analysis of the subject property and nearly one-third is inundated with the Town-defined floodplain. Although the floodplain is one of the features that make this site a desirable location for senior housing, it can also be challenge to the development potential of the property especially since the Town has its own definition of floodplain. In order to provide adequate parking and on-site detention, we are proposing to impact portions of the Town-defined floodplain – a little over a half acre.

Overhead Utilities:

We are also requesting an exception to the Town's requirement to bury overhead utilities. There are no utility poles on the subject property, however the guy wires from one of the poles extend over the property line. Therefore, we would like to seek an exception.

Slope Exception:

We are also requesting an exception to the Town's 12% slope protection requirement. There is a small portion of the property along the drainage channel, approximately 0.029 Acres, from FM 2499 to Timber Creek that will be impacted by the required connection to the adjacent property. The area impacted will be for the construction of underground drainage and the fire lane.

CONCLUSION:

We are very excited to have the opportunity to bring one of the first senior housing projects to the Town of Flower Mound. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents.



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Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

G&A | McADAMS

Scott Minnis, EIT
Project Manager

cc: Mr. Robert J. Dollak, Jr. P.E., G&A | McAdams
Mr. Charlie Moussa, NE Development

Z:\2017\17026\PDFs & Submittals\Zoning\6th submittal\2018-7-11 PD LOI.doc

NEM SENIOR LIVING

Parking Study

Prepared by: Robert J. Dollak, Jr., P.E. # 86898



Summary:

NEM Senior Living is a 9.149-acre site generally located east of FM 2499/Long Prairie Road across from Pecan Drive. The site is planned to be a multifamily residential senior living facility with various amenities throughout the property, including 183 residential units and 222 proposed parking spaces. The Concept Plan is included as Exhibit "A" to this study.

Base Code Parking Requirements:

The Town of Flower Mound does not have parking requirements for a multifamily independent senior living within their current parking requires. We have therefore, researched and analyzed similar projects within the North Texas Metroplex, as well as a couple of similar projects around the country. Seven developments varying in size from 93 units to 202 units were analyzed to help determine a standard parking ratio for independent senior living projects that can be used on the proposed project.

The table below represents the projects mentioned above compared to NEM Senior Living.

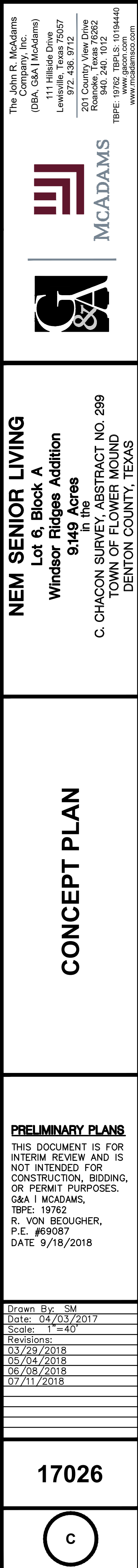
Project Name	Location	# of Spaces	# of Units	Parking Ratio
Artistry Senior Residence At Craig Ranch	McKinney, TX	188	163	1.15
Gala At Melissa	Melissa, TX	110	93	1.18
Artistry Senior Residences At Edgestone	Frisco, TX	257	188	1.37
Aspens At Wade Park	Frisco, TX	176	162	1.06
Overlook At Prestonwood	Carrollton, TX	228	183	1.25
Aspen At Bedford Falls	Raleigh, NC	199	182	1.09
The Aspens At Mariposa Point	Gilbert, AZ	244	202	1.21
		1402	1173	1.20
<i>Proposed - NEM Senior Living</i>	<i>Town of Flower Mound, TX</i>	222	183	1.21

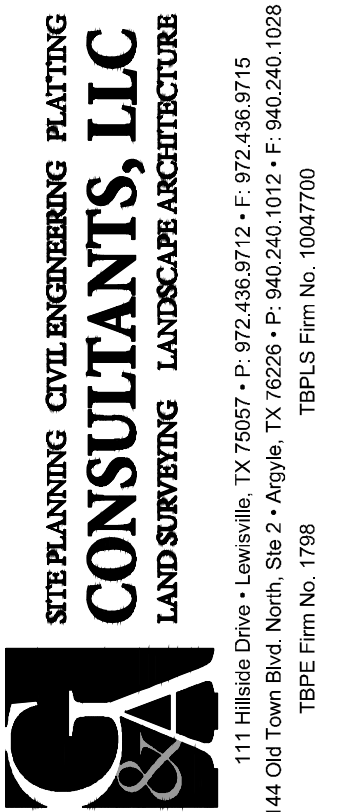
As illustrated in the table above, the parking ratios for the properties analyzed vary from 1.06 to 1.37, with an overall average of 1.21. NEM Senior Living proposes a parking ratio of 1.2 which virtually identical to the oval average.

Conclusion:

In addition to the available parking for residents and guests, there will be a courtesy van available for guest use. The van will be available for transportation to and from doctor's offices, shopping, retail area, restaurants and other areas.

The proposed ratio of 1.21 and the availability of the courtesy shuttle will provide adequate parking for the NEW Senior Living project.





NEW SENIOR LIVING
Lot 6, Block A
Windsor Ridges Addition
9,149 Acres
 in the
C. CHACON SURVEY, ABSTRACT NO.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
JAMESON PINSON LANDSCAPE ARCHITECT
2816
DATED 7/11/2018
JAMESON PINSON LANDSCAPE ARCHITECT
2826
STATE OF TEXAS

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Long Prairie Road		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Long Prairie - 647 L.F.	22 trees (3" cal.)	18 trees (3" cal.) 12 trees (ROW trees) 3=1 (3" cal.) = 22 trees
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	86,790 s.f. of street yard	41 trees (3" cal.)	50 trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	222 parking spaces	1,665 s.f.	2,226 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK. SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	222 parking spaces	23 trees (3" cal.)	30 trees (3" cal.) 9 trees (30% ROW trees) =39 trees (3"/30% ROW)
**All parking spaces to be located within 50 ft. of parking lot tree.			

Drawn By: MH
Date: 04/03/2017
Scale: 1"=40'
Revisions:
03/29/2018
05/04/2018
06/08/2018

7026

LS

OWNER/DEVELOPER
N.E. DEVELOPMENT, LLC
865 N. COWAN AVE.
LEWISVILLE, TX 75057
Ph. (469)899-8000
Contact: Charlie Nicholas



ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:

08/07/2017

PROJECT NUMBER:

17127

REVISIONS

NO

DATE

DRAWINGS ISSUED FOR:

SCHEMATIC

SHEET NUMBER

A3.4

BUILDING A
EXTERIOR ELEVATIONS

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MATERIAL PERCENTAGES TABLE (WEST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	10,541	
FACADE (NO DOORS & WIN.)	6,771	
DOOR & WINDOWS S.F.	3,770	
NATURAL STONE	3,985	59%
STUCCO	2,786	41%



04 **BUILDING TYPE 'A' WEST ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (NORTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	15,731	
FACADE (NO DOORS & WIN.)	10,351	
DOOR & WINDOWS S.F.	5,380	
NATURAL STONE	4,741	46%
STUCCO	5,610	54%



03 **BUILDING TYPE 'A' NORTH ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (EAST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	11,261	
FACADE (NO DOORS & WIN.)	7,360	
DOOR & WINDOWS S.F.	3,901	
NATURAL STONE	4,204	45%
STUCCO	5,088	55%



02 **BUILDING TYPE 'A' EAST ELEVATION**
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (SOUTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	16,547	
FACADE (NO DOORS & WIN.)	11,740	
DOOR & WINDOWS S.F.	4,807	
NATURAL STONE	5,650	48%
STUCCO	6,090	52%



01 **BUILDING TYPE 'A' SOUTH ELEVATION**
SCALE: 1/16" = 1'-0"



EXTERIOR FINISHES	
STUCCO	60%
STONE	40%
TOTAL	100%

04 **BUILDING 'B' - REAR ELEVATION**
SCALE: 1/4" = 1'-0"



03 **BUILDING 'B' - LEFT ELEVATION**
SCALE: 1/4" = 1'-0"



02 **BUILDING 'B' - RIGHT ELEVATION**
SCALE: 1/4" = 1'-0"



EXTERIOR FINISHES	
STUCCO	60%
STONE	40%
TOTAL	100%

01 **BUILDING 'B' - FRONT ELEVATION**
SCALE: 1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

PROJECT NUMBER:
16721

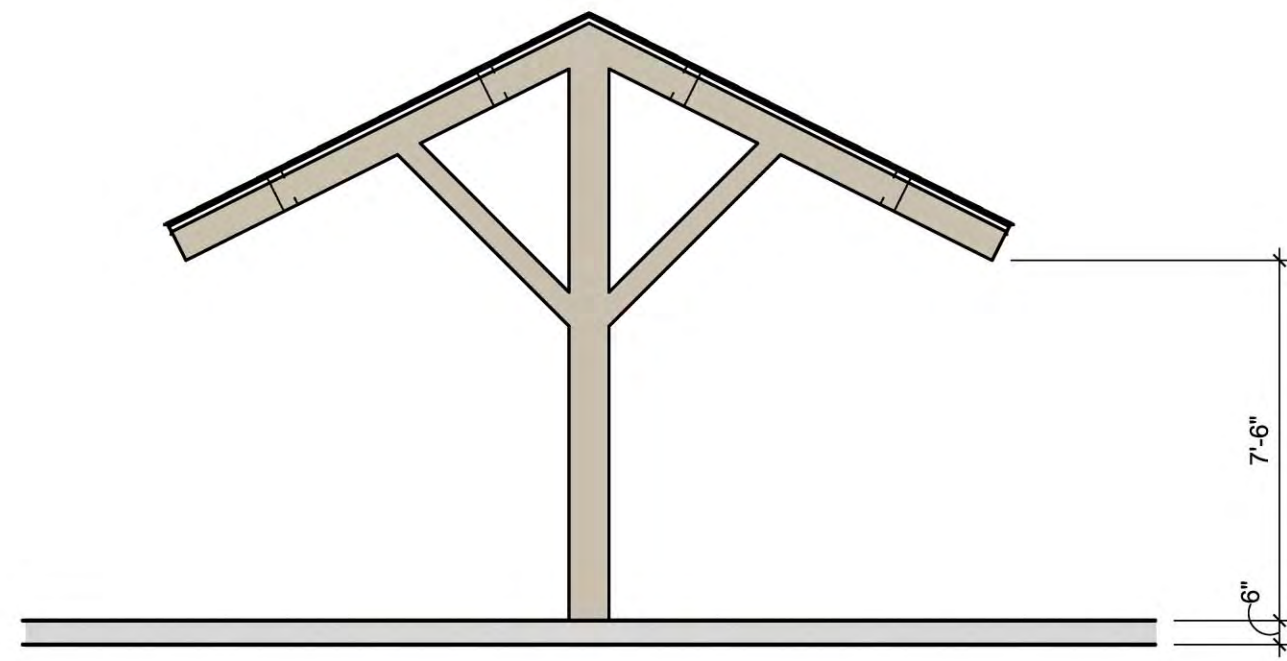
REVISIONS
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DRAWINGS ISSUED FOR:
SCHEMATIC

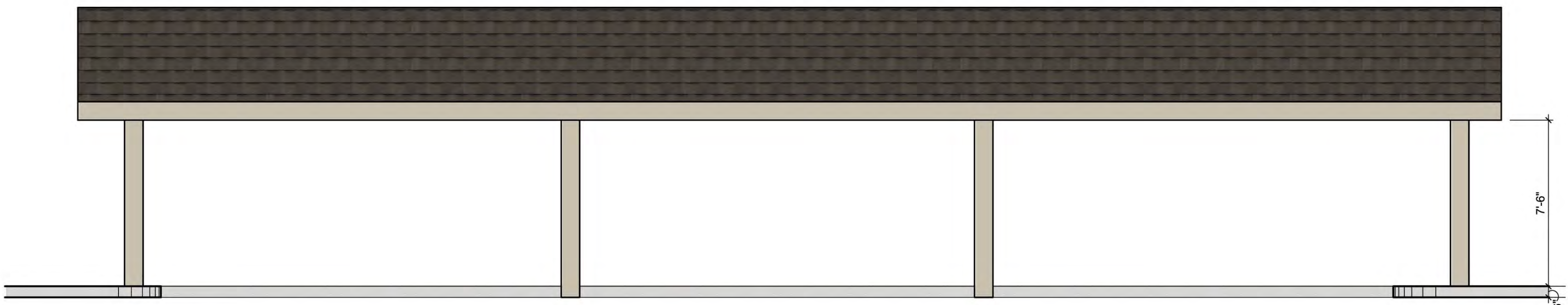
SHEET NUMBER

A4.1
BUILDING 'B'
ELEVATIONS

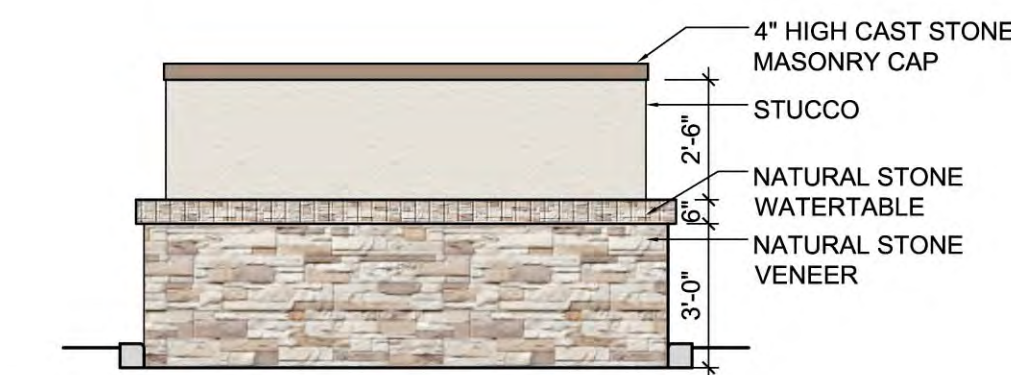
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09 6-BAY CARPORT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



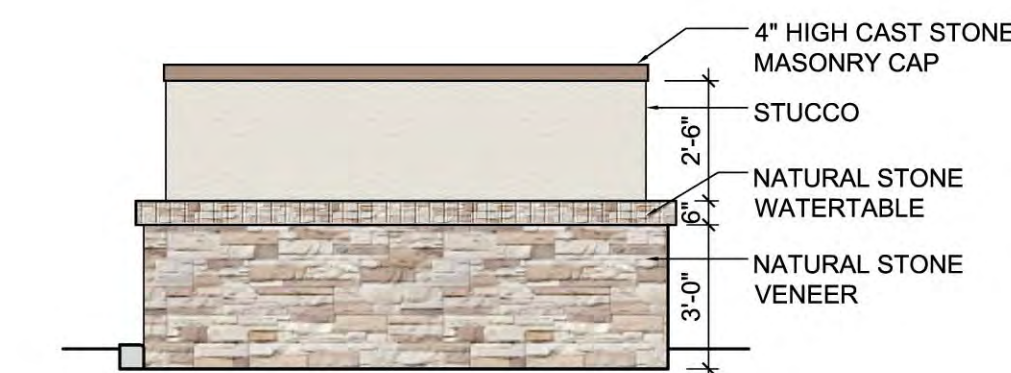
08 6-BAY CARPORT FRONT/REAR ELEVATION
SCALE: 1/4" = 1'-0"



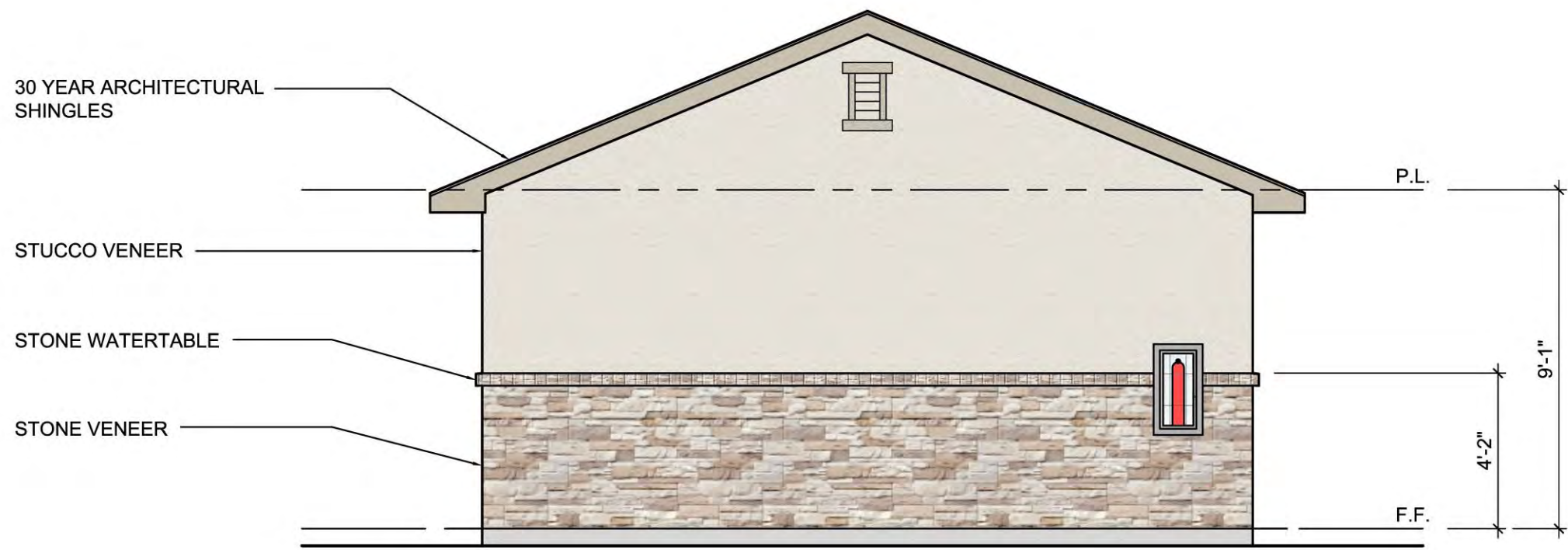
07 DUMPSTER ENCLOSURE ELEVATION - REAR
1/4" = 1'-0"



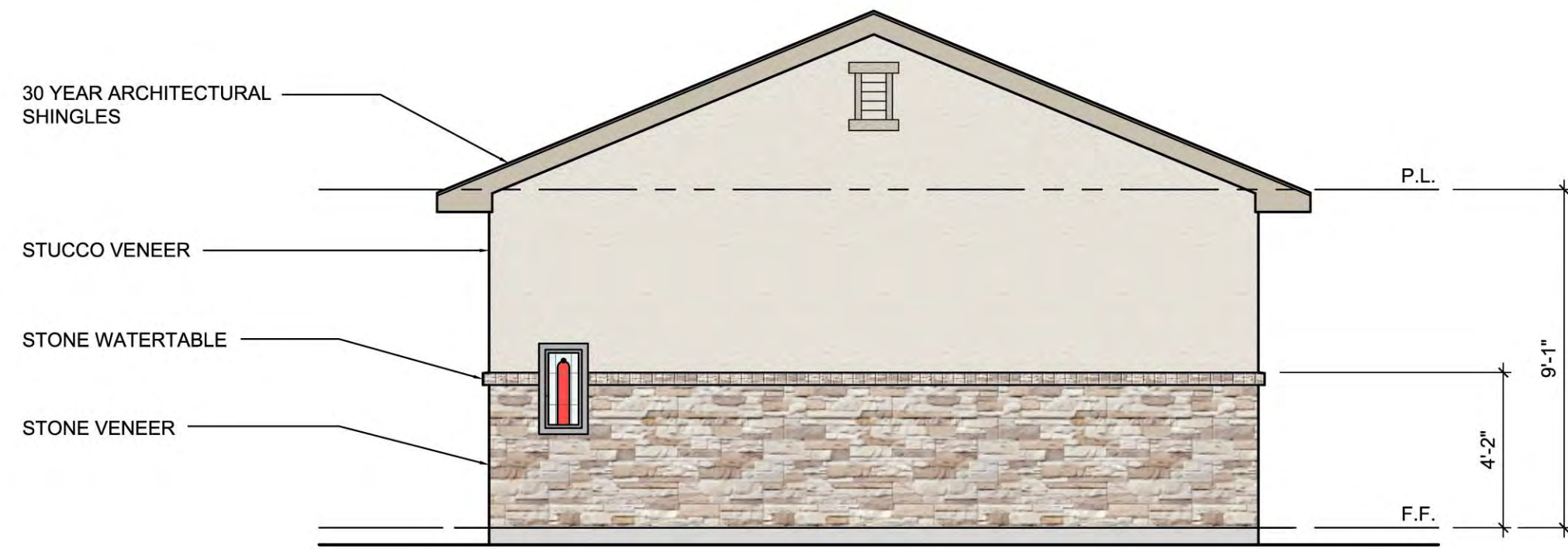
06 6-BAY GARAGE REAR ELEVATION
1/4" = 1'-0"



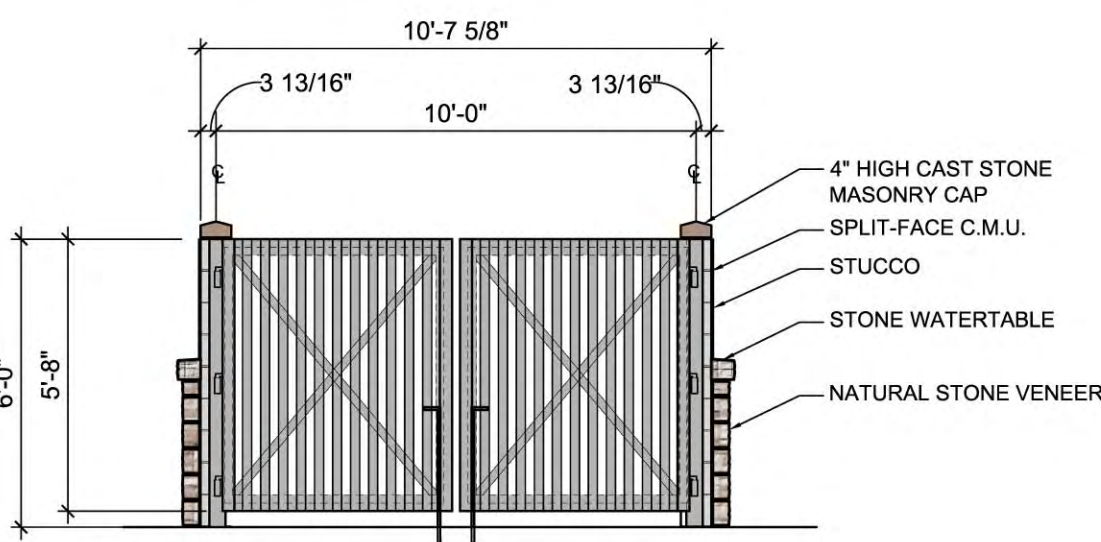
05 DUMPSTER ENCLOSURE ELEVATION - SIDE
1/4" = 1'-0"



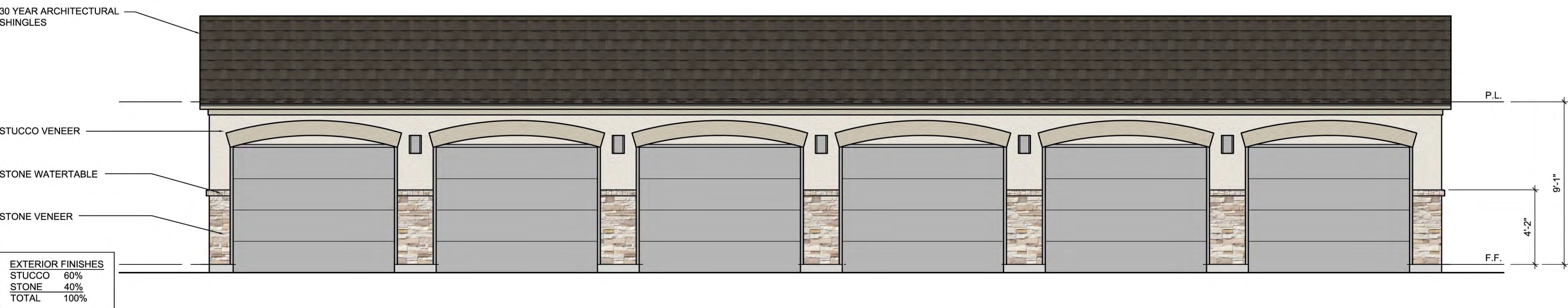
04 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



03 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



02 DUMPSTER ENCLOSURE ELEVATION - FRONT
1/4" = 1'-0"



01 6-BAY GARAGE FRONT ELEVATION
1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

PROJECT NUMBER:
16721

REVISIONS

NO DATE

DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER

A4.2
6-BAY GARAGE/
CARPORT
ELEVATIONS
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**Exhibit “B”
Development Standards**

**Planned Development District - 154 (PD-154)
NEM Senior Living**

The development on the property comprising approximately 9.149 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES. The following uses listed herein may be Permitted Uses:

1. Accessory use, general, subject to section 98-972
2. Church or rectory
3. Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing
4. Off-street parking, accessory
5. Park or playground, public
6. Swimming pool, private, subject to section 98-996

In addition to the Permitted Uses, the following accessory uses may also be permitted:

1. Carports/covered parking
2. Garages

B. SPECIFIC USES. The uses listed as Specific Uses in Multifamily District (MF) in the Town’s Zoning Ordinance shall be prohibited.

C. TEMPORARY USES. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Multifamily District (MF) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
2. Minimum floor area per unit. The minimum floor area per unit shall be 500 square feet. There shall be an average minimum floor area per unit of 850 square feet.
3. Minimum front yard. There shall be a minimum front yard of 60 feet along FM 2499.
4. Minimum side yard. There shall be no minimum side yard, subject to Compatibility setback.
5. Minimum rear yard. There shall be no minimum rear yard, subject to Compatibility setback.
6. Maximum height. There shall be a maximum height of 4 stories or 60 feet.

E. AMENITIES. The following amenities shall be required for this Planned Development:

1. Community pool with a minimum area of 1,000 square feet
2. A minimum of 5,000 square feet of indoor amenities to include:

- a. Clubhouse/Amenity Center
- b. Bistro
- c. Private dining area
- d. Beauty salon with barber shop
- e. TV Lounge/Theater
- f. Fitness center
- g. Dog spa
- 3. Access to public trails.
- 4. A minimum of two seating areas outside of the courtyard area consisting of at least two benches each; and a minimum of three seating areas inside the courtyard..
- 5. A minimum of three shade structures within the courtyard with a minimum area of 200 square feet for each structure.
- 6. Enhanced landscaping that includes seasonal plantings, groundcover, and/or shrubs with a minimum planting area of 7,000 square feet within the courtyard and a minimum planting area of 600 square feet outside the courtyard area.
- 7. Dog Park with a minimum area of 3,000 square feet.
- 8. The pool cabana shade structure shall include a grilling station/outdoor kitchen and seating areas.
- 9. Putting Green with a minimum area of 1,500 square feet.
- 10. Bocce Ball Court or some similar activity with a minimum area of 300 square feet.

F. LANDSCAPE STANDARDS.

- 1. Landscaping shall comply with the approved Concept Landscape Plan (Exhibit “D”).

G. ARCHITECTURAL STANDARDS.

- 1. Building Elevation Profiles and roof form shall comply with the approved Concept Elevations (Exhibit “E”).
- 2. Building elevations shall be articulated to meet or exceed the Town of Flower Mound’s Urban Design Plan.

H. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following parking standards:

- 1. The required parking shall be 1.21 parking spaces per unit.
- 2. The community shall be gated with private access and public access shall be provided to the adjacent property to the south.
- 3. With the first Site Plan or Replat application for any residential development, the Developer shall submit Covenants, Conditions and Restrictions (“Deed Restrictions”) to the Town for the Town’s review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the Housing for Older Persons Act of 1995, as amended, (“HOPA”) established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)(“FHA”).
- 4. The development is subject to an approved developer’s agreement.
- 5. Prior to the Planning and Zoning Commission’s consideration of the replat application for the subject property, a flood study shall be approved by the Town staff in accordance with Sec. 90-403 and the fully developed floodplain shall be depicted on the plat and dedicated as a drainage/floodplain easement with a note regarding

perpetual maintenance of the said easement to be the responsibility of the property management company.

I. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Compatibility Buffer - Section 82-302. The compatibility buffer and the masonry wall requirements shall not apply along the eastern and northern property lines.
2. Compatibility Setback – Section 82-303. The compatibility setback for two or more stories requirement shall not apply to the buildings. However, a minimum 20-foot setback measured from the eastern PD boundary and a minimum 20-foot setback measured from the northern PD boundary shall be required.
3. Overhead Utilities. Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines along FM 2499 shall not be required to be buried.
4. Fully Developed Floodplain - Section 90-403. Construction shall be permitted in a portion of the fully developed floodplain, but not within the FEMA floodplain.
5. Topographic Slope Protection - Section 98-147. This exception shall be limited to the proposed driveway located at the southwest corner of the site over an area approximately 0.029 acre and that no exception is granted for any other portions of the subject property.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.149 ACRES OF LAND SITUATED IN THE C. CHACON SURVEY, ABSTRACT NO. 299, FROM RETAIL DISTRICT-1 (R-1) TO PLANNED DEVELOPMENT DISTRICT NO. 154 (PD-154) WITH AGE-RESTRICTED, HIGH-DENSITY RESIDENTIAL USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.149 acres of land situated in the C. Chacon Survey, Abstract No. 299, has filed an application for a Zoning Planned Development amendment to change the zoning from Retail District-1 (R-1) to Planned Development District No. 154 (PD-154) with age-restricted, high-density residential uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on September 24, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 5, 2018, with respect to the proposed planned development district as described herein; and,

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

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

SECTION 1

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

Approximately 9.149 acres of land situated in the C. Chacon Survey, Abstract No. 299, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 154 (PD-154) with age-restricted, high-density residential uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 154 (PD-154), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 154 (PD-154).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 154 (PD-154), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in "B," "C," "D," and "E," attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

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

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF
_____, 2018.**

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

EXHIBIT "A"**LEGAL DESCRIPTION**

9.149 Acres

Town of Flower Mound

Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in Clerk's File No. 98-R0113753, Real Property Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to A. H. Crossett, recorded in Volume 446, Page 662, Deed Records, Denton County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch rebar set with cap stamped (G&A Consultants) at the northwest corner of said Minassian Tract, being the southwest corner of Lot 1, Block A, College Parkway Right-of-Way and Lot 1, Block A of Gaston Park Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 356, Plat Records, Denton County, Texas, and being on the northeast line of F.M. 2499;

THENCE N 89°34'01" E, with the south line of said Gaston Park Addition, and passing at a distance of 865.7 feet, a 60D nail, and continuing with said course a total distance of 965.00 feet, being in the south line of Lot 5, Block A, of Timberview Estates, Phase II, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet D, Page 335, Plat Records, Denton County, Texas, and being the northwest corner of that certain tract described in deed to John P. Reeder, recorded in Document No. 2007-134910, Official Records, Denton County, Texas, being in Timber Creek;

THENCE southeasterly with the east line of said Minassian tract and the west line of said Reeder tract, and with the meanders of said Timber Creek, the following six (6) calls:

S 06°26'00" W, a distance of 101.00 feet;

S 10°34'00" E, 56.00 feet;

S 57°34'00" E, 37.00 feet;

S 12°33'55" E, 94.00 feet;

S 09°26'00" W, 84.00 feet;

S 75°24'00" E, 103.19 feet, to a point in the north line of Lot 4X, Block A, of Lot 1, 2, 3 and 4X, Block A, Timber Creek Medical Plaza, 2163 acre tract out of the C. Chacon Survey, Abstract No. 229, an addition to the Town of Flower Mound, Denton county, Texas, according to the plat thereof recorded in Document No. 2015-307, Plat Records, Denton County, Texas;

THENCE S 89°36'04" W, 260.29 feet with a south line of said Minassian tract, and the north line of said Lot 4X to a 1/2" rebar found at the northwest corner thereof;

THENCE S 00°43'33" E, 211.64 feet with the east line of said Minassian tract, and the west line of said Lot 4X, to a 1/2" capped rebar set;

THENCE S 55°32'15" W, 206.03 feet with to the northeast line of said F.M. 2499;

THENCE with the northeast line of said F.M. 2499, the following:

N 37°37'11" W, 17.78 feet to a 1/2" capped rebar set (G&A Consultants);

N 42°42'11" W, 106.03 feet to a 1/2" rebar found;

N 45°35'08" W, 300.88 feet to a Texas Department of Transportation Monument found;

N 39°57'05" W, 200.60 feet to a Texas Department of Transportation Monument found;

N 45°38'25" W, 346.49 feet to the Point of Beginning, and containing approximately 9.149 acres of land.

Exhibit “B”
Development Standards

Planned Development District - 154 (PD-154)
NEM Senior Living

The development on the property comprising approximately 9.149 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements:

A. PERMITTED USES. The following uses listed herein may be Permitted Uses:

1. Accessory use, general, subject to section 98-972
2. Church or rectory
3. Dwelling, multifamily, subject to Ordinance No. 07-17 for Senior Housing
4. Off-street parking, accessory
5. Park or playground, public
6. Swimming pool, private, subject to section 98-996

In addition to the Permitted Uses, the following accessory uses may also be permitted:

1. Carports/covered parking
2. Garages

B. SPECIFIC USES. The uses listed as Specific Uses in Multifamily District (MF) in the Town’s Zoning Ordinance shall be prohibited.

C. TEMPORARY USES. The uses listed as Temporary Uses in the Multifamily District (MF) in the Town’s Zoning Ordinance may be permitted only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, “Temporary Use Permits”.

D. DIMENSIONAL REGULATIONS. The dimensional regulations listed for Multifamily District (MF) in the Town’s Zoning Ordinance shall be required for this Planned Development except as otherwise listed herein:

1. Minimum lot area per dwelling. There shall be no minimum lot area per dwelling.
2. Minimum floor area per unit. The minimum floor area per unit shall be 500 square feet. There shall be an average minimum floor area per unit of 850 square feet.
3. Minimum front yard. There shall be a minimum front yard of 60 feet along FM 2499.
4. Minimum side yard. There shall be no minimum side yard, subject to Compatibility setback.
5. Minimum rear yard. There shall be no minimum rear yard, subject to Compatibility setback.
6. Maximum height. There shall be a maximum height of 4 stories or 65 feet for the multi-family building. Outbuildings shall be limited to two stories or 26 feet.

E. AMENITIES. The following amenities shall be required for this Planned Development:

1. Community pool with a minimum area of 1,000 square feet.

2. A minimum of 5,000 square feet of indoor amenities to include:
 - a. Clubhouse/Amenity Center
 - b. Bistro
 - c. Private dining area
 - d. Beauty salon with barber shop
 - e. TV Lounge/Theater
 - f. Fitness center
 - g. Dog spa
3. Access to public trails.
4. A minimum of two seating areas outside of the courtyard area consisting of at least two benches each; and a minimum of three seating areas inside the courtyard.
5. A minimum of three shade structures within the courtyard with a minimum area of 200 square feet for each structure.
6. Enhanced landscaping that includes seasonal plantings, groundcover, and/or shrubs with a minimum planting area of 7,000 square feet within the courtyard and a minimum planting area of 600 square feet outside the courtyard area.
7. Dog Park with a minimum area of 3,000 square feet.
8. The pool cabana shade structure shall include a grilling station/outdoor kitchen and seating areas.
9. Putting Green with a minimum area of 1,500 square feet.
10. Bocce Ball Court or some similar activity with a minimum area of 300 square feet.

F. LANDSCAPE STANDARDS.

1. Landscaping shall comply with the approved Concept Landscape Plan (Exhibit "D") and shall be in accordance with the Town's landscape ordinance as amended.

G. ARCHITECTURAL STANDARDS.

1. Building elevation profiles and roof form shall comply with the approved Concept Elevations (Exhibit "E").
2. Building elevations shall be articulated to meet or exceed the Town of Flower Mound's Urban Design Plan.

H. MISCELLANEOUS STANDARDS. This Planned Development shall be subject to the following standards:

1. The maximum number of residential dwelling units shall be 183, combined.
2. The required parking shall be 1.21 parking spaces per unit.
3. The community shall be gated with private access and public access shall be provided to the adjacent property to the south.
4. With the first Site Plan or Replat application for any residential development, the Developer shall submit Covenants, Conditions and Restrictions ("Deed Restrictions") to the Town for the Town's review and approval that restrict the age of the residents within the development to persons age 55 or older in accordance with the provisions of the Housing for Older Persons Act of 1995, as amended, ("HOPA") established in the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619)("FHA").
5. The development is subject to an approved developer's agreement.
6. Prior to the Planning and Zoning Commission's consideration of the replat application for the subject property, a flood study shall be approved by the Town staff

in accordance with Sec. 90-403 and the fully developed floodplain shall be depicted on the plat and dedicated as a drainage/floodplain easement with a note regarding perpetual maintenance of the said easement to be the responsibility of the property management company.

- I. EXCEPTIONS. The following exceptions to the Town's Ordinances shall apply to this Planned Development.
1. Compatibility Buffer - Section 82-302. The compatibility buffer and the masonry wall requirements shall not apply along the eastern and northern property lines.
 2. Compatibility Setback – Section 82-303. The compatibility setback for two or more stories requirement shall not apply to the buildings. However, a minimum 20-foot setback measured from the eastern PD boundary and a minimum 20-foot setback measured from the northern PD boundary shall be required.
 3. Overhead Utilities. Approximately 26 linear feet of an existing guy wire that supports the overhead utility lines along FM 2499 shall not be required to be buried.
 4. Fully Developed Floodplain - Section 90-403. Construction shall be permitted in a portion of the fully developed floodplain, but not within the FEMA floodplain.
 5. Topographic Slope Protection - Section 98-147. This exception shall be limited to the proposed driveway located at the southwest corner of the site over an area approximately 0.029 acre and that no exception is granted for any other portions of the subject property.

EXHIBIT "C" - CONCEPT PLAN

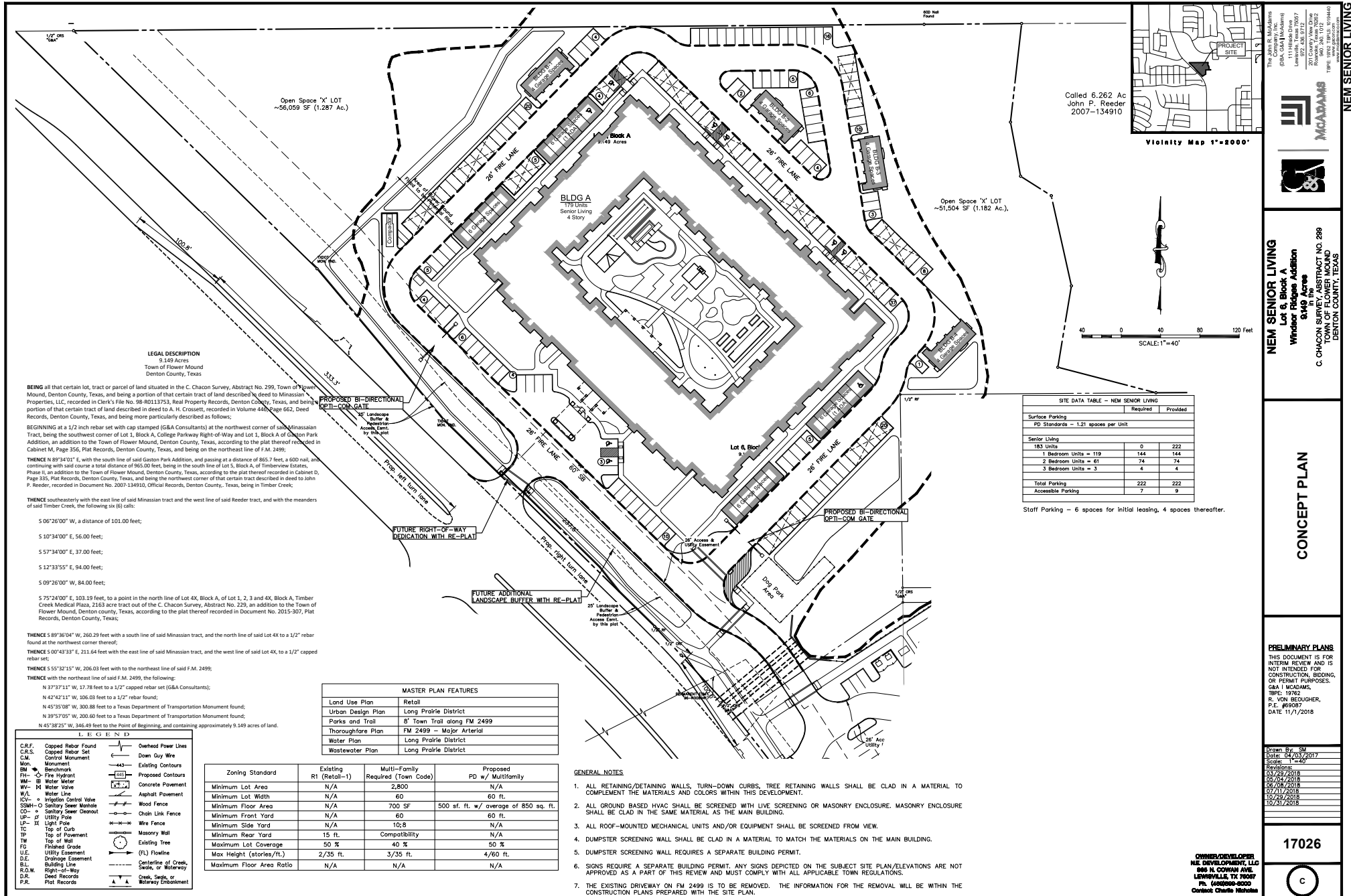


EXHIBIT "D" - CONCEPT LANDSCAPE PLAN

Attachment 2: Draft Ordinance

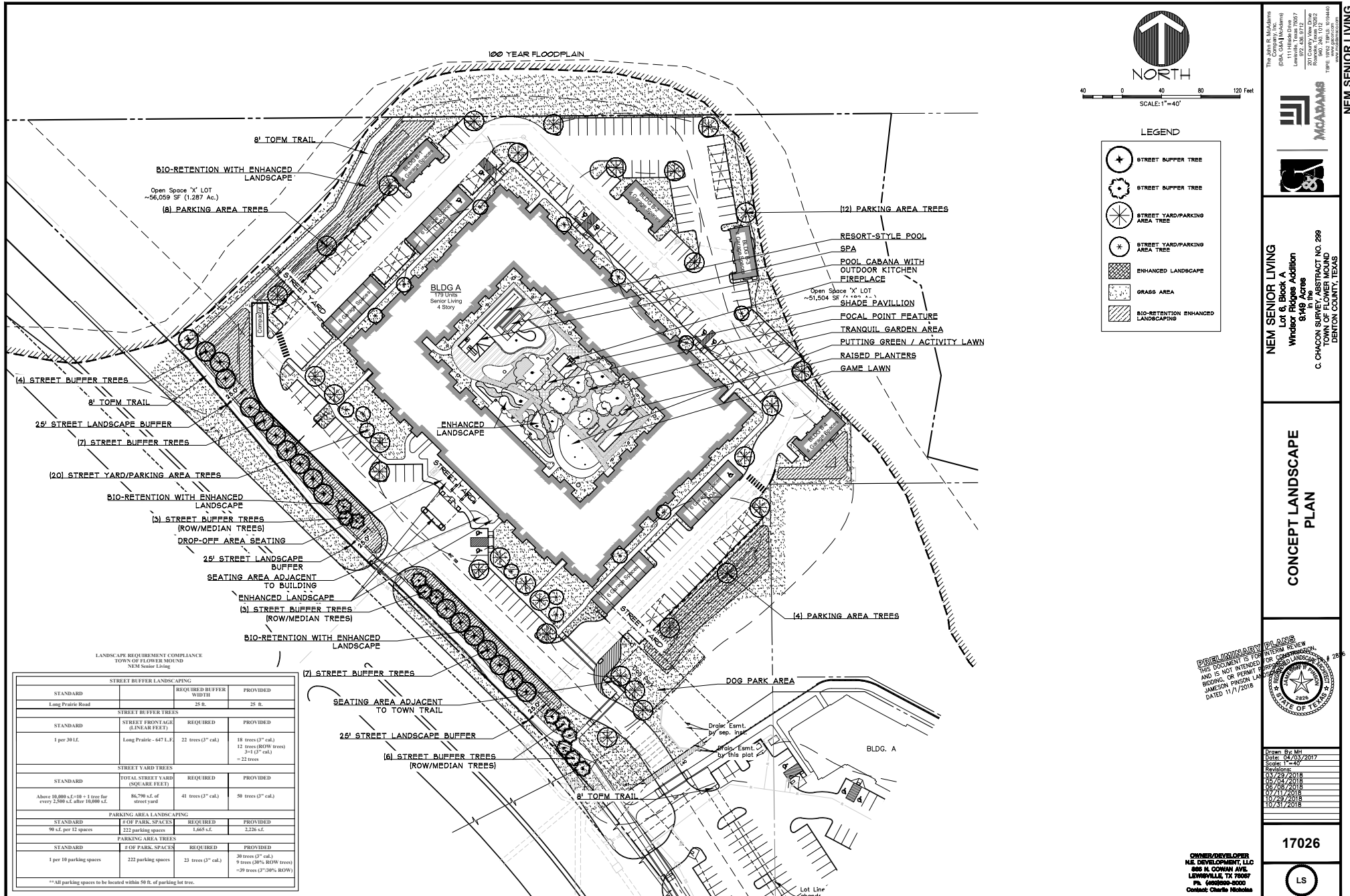


EXHIBIT "E" - CONCEPT ELEVATIONS

Attachment 2: Draft Ordinance

MATERIAL PERCENTAGES TABLE (EAST)		
SQ. FT.	PERCENTAGE	
TOTAL FACADE	10,781	
FACADE (NO DOORS & WIN.)	7,763	
DOOR & WINDOWS S.F.	3,018	
NATURAL STONE	3,736	48%
STUCCO	3,338	43%
FIBER CEMENT	689	9%



04 BUILDING TYPE 'A' EAST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (SOUTH)		
SQ. FT.	PERCENTAGE	
TOTAL FACADE	15,956	
FACADE (NO DOORS & WIN.)	11,952	
DOOR & WINDOWS S.F.	4,006	
NATURAL STONE	4,550	38%
STUCCO	6,259	52%
FIBER CEMENT	1,143	10%



03 BUILDING TYPE 'A' SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (WEST)		
SQ. FT.	PERCENTAGE	
TOTAL FACADE	11,410	
FACADE (NO DOORS & WIN.)	8,658	
DOOR & WINDOWS S.F.	2,802	
NATURAL STONE	4,071	47%
STUCCO	3,583	42%
FIBER CEMENT	954	11%



02 BUILDING TYPE 'A' WEST ELEVATION
SCALE: 1/16" = 1'-0"

LEGEND: PAINT COLOR SCHEME & MATERIAL	
1. NATURAL STONE	5. STUCCO ACCENT
2. ESPINOSA STONE	6. SW 7625 PAVESTONE
3. PALMADO BLEND	7. (SHERWIN WILLIAMS)
4. CAST STONE WATERTABLE	8. METAL ACCENT
AMP BRICK AND STONE	9. SW 6041 OTTER
BUFF-GROUNDFACE	10. (SHERWIN WILLIAMS)
11. STUCCO	12. ROOF SHINGLES
SW 7025 ZURICH WHITE	13. GAF ROOFING
(SHERWIN WILLIAMS)	14. WEATHERED WOOD

MATERIAL PERCENTAGES TABLE (NORTH)		
SQ. FT.	PERCENTAGE	
TOTAL FACADE	18,432	
FACADE (NO DOORS & WIN.)	12,812	
DOOR & WINDOWS S.F.	3,620	
NATURAL STONE	4,936	39%
STUCCO	8,424	52%
FIBER CEMENT	1,452	11%



01 BUILDING TYPE 'A' NORTH ELEVATION
SCALE: 1/16" = 1'-0"

ANY EXTERNAL ELECTRICAL PANELS WILL
BE PAINTED/TEXTURED TO MATCH THE
MATERIAL AND COLOR OF THE BUILDING

08/27/2018



Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6444
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

FLOWER MOUND
SENIOR LIVING
FLOWER MOUND, TEXAS

DATE: 08/27/2018

PROJECT NUMBER:

17127

REVISIONS

NO. DATE:

DRAWINGS ISSUED FOR:

PERMIT

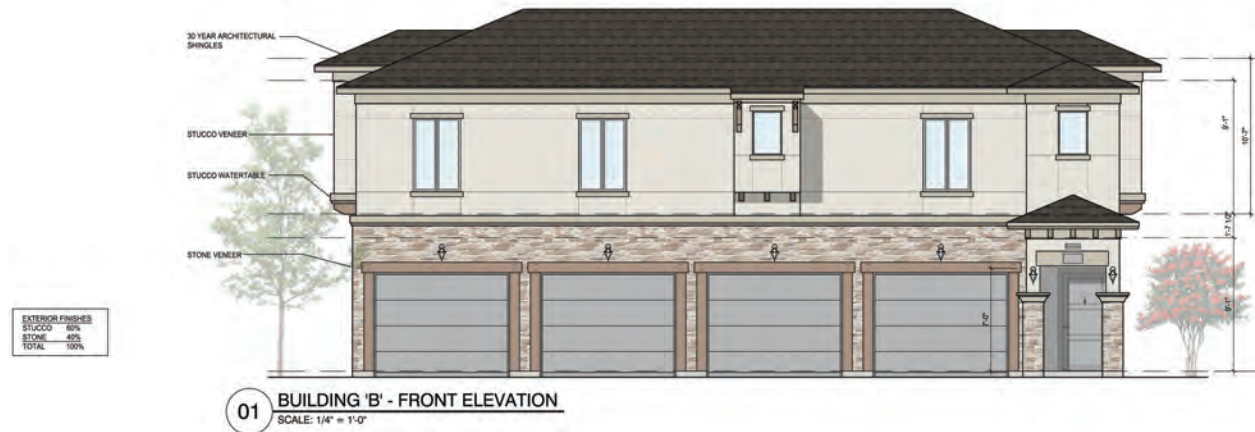
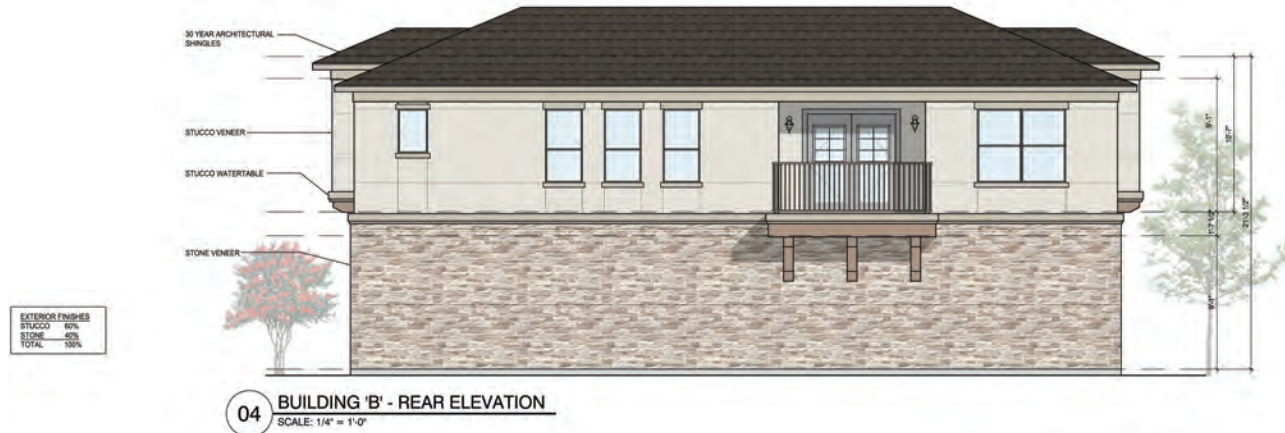
SHEET NUMBER:

A4.0

BUILDING A
EXTERIOR ELEVATIONS

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EXHIBIT "E" - CONCEPT ELEVATIONS

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTIONCross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
11111 FARMER, SUITE 125
PLANO, TEXAS 75075
P: 972.338.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

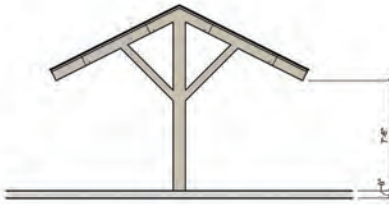
SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017
PROJECT NUMBER:
16721
REVISIONS
NO. DATE

DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER
A4.1
BUILDING 'B'
ELEVATIONS

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EXHIBIT "E" - CONCEPT ELEVATIONS



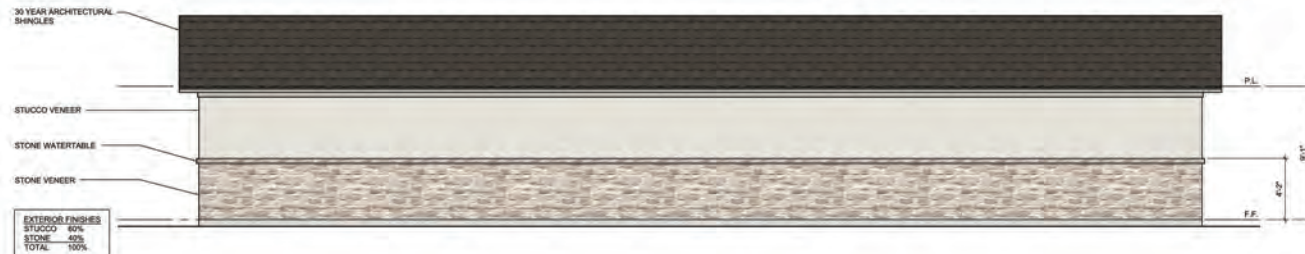
09 6-BAY CARPORT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



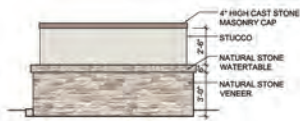
08 6-BAY CARPORT FRONT/REAR ELEVATION
SCALE: 1/4" = 1'-0"



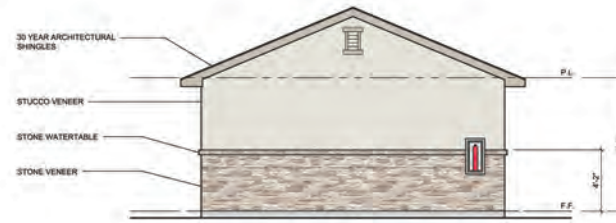
07 DUMPSTER ENCLOSURE ELEVATION - REAR
1/4" = 1'-0"



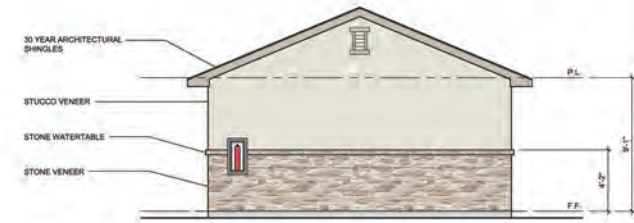
06 6-BAY GARAGE REAR ELEVATION
1/4" = 1'-0"



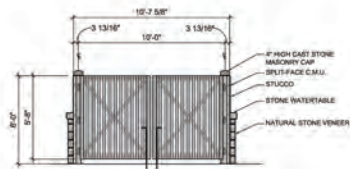
05 DUMPSTER ENCLOSURE ELEVATION - SIDE
1/4" = 1'-0"



04 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



03 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



02 DUMPSTER ENCLOSURE ELEVATION - FRONT
1/4" = 1'-0"



01 6-BAY GARAGE FRONT ELEVATION
1/4" = 1'-0"



ARCHITECT:
CROSS ARCHITECTS, PLLC
1111 STREET, SUITE 125
FLOWER MOUND, TEXAS 75075
P: 972.338.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017
PROJECT NUMBER:
16721
REVISIONS
NO. DATE

DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER

A4.2
6-BAY GARAGE/
CARPORT
ELEVATIONS
COPYRIGHT © 2013

DEVELOPMENT AGREEMENT FOR: NEM Senior Housing

THIS DEVELOPMENT AGREEMENT FOR NEM ("Agreement") is made and entered into this ____ day of ____, 2018, by and between the Town of Flower Mound, Texas (the "Town"), and NEM FM, LP as Owner, a Delaware limited partnership ("Developer").

WITNESSETH:

WHEREAS, the NEM Senior Living Project ("Project") is a senior housing development approved by the Town as depicted on the concept plan (Exhibit "A") and encompassing approximately 9.149 acres in Flower Mound as described by metes and bounds on Exhibit "B"; and

WHEREAS, the Town and Developer wish to address various development issues related to the Project and to provide for the payment of certain fees and construction of certain infrastructure, among other matters; and

WHEREAS, the Town's SMARTGrowth Program requires that certain levels of key public services and infrastructure necessary to serve a new development project be in place before amendments to the Town's zoning ordinances, and approval of any development plan, record plat or site plan may be granted; and

WHEREAS, In January 2017, the Town Council determined there was a need to address the demand for diverse housing options, and on March 6, 2017, the Town Council approved Ordinance 07-17 establishing a senior housing overlay as part of Town's land use plan; and

WHEREAS, the purpose of the senior housing overlay is to encourage high quality, age-restricted, independent housing projects in appropriate locations to address the demand for diverse senior housing options; and

WHEREAS, senior housing is defined as a high quality retirement or active living residential facility designed for persons 55 years of age or older; and

WHEREAS, due to the nature of senior housing, a developer may request reimbursement of the Town's SMARTGrowth fees, and reductions to the Town's parkland dedication and park development fee requirements in order to reinvest those funds into the project; and

WHEREAS, the Town and Developer desire to address (1) reimbursement of the Town's SMARTGrowth fees, (2) reduction of parkland dedication and park development fees in order to reinvest these funds into the Project, and (3) construction of a 12-inch water line improvement.

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

1. **Project Subject to Town Ordinances**. The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances and

agreements related to the Project, and shall be subject to said ordinances and agreements, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer of its responsibilities for the construction of public improvements under applicable development ordinances of the Town.

2. Reimbursement of SMARTGrowth fees. Pursuant to Ordinance No. 07-17, the Developer may request a reimbursement of SMARTGrowth fees for the Project.

- a. Upon issuance of a certificate of occupancy for building A on Exhibit "A", the Town agrees to reimburse the following fees to the Developer:
 - i. \$1,100 for the SMARTGrowth analysis,
 - ii. \$3,000 for the water model analysis,
 - iii. \$3,000 for the wastewater model analysis, and
 - iv. \$2,200 for the flood plain review.

3. Reduction of the Parkland Dedication Fee and Park Development Fee. Pursuant to Ordinance No. 07-17, the Developer may request a reduction of the Town's park land dedication fees, as that term is defined in Section 90-445 of the Town's Code of Ordinances, as amended, and park development fees, as that term is defined in Section 90-446 of the Town's Code of Ordinances, as amended (collectively the "Park Fees") in order to construct amenities for the Project in accordance with the requirements of planned development district 154 (PD-154). On June 7, 2018, the Parks Board recommended to the Town Council payment of cash in lieu of land to satisfy park land dedication in the amount of \$770,515.20 (\$4,233.60 per unit) and park development fees in the amount of \$252,616.00 (\$1,388 per unit) for a total amount of \$1,023,131.20 (\$5,621.60 total per unit), which totals are based on 182 units. Provided; however:

- a. The Town agrees to assess the park land dedication fee at forty five percent (45%) of the per unit amount indicated above, and assess the full amount of the per unit park development fee indicated above for total Park Fees in the amount of three thousand two hundred ninety three dollars and twelve cents (\$3,293.12) per unit (\$1,905.12 in park land dedication fees per unit, plus \$1,388.00 in park development fees per unit).
- b. The total amount representing the reduction in Park Fees, which equals four hundred twenty three thousand seven hundred eighty three dollars and thirty six cents (\$423,783.36, the "Reinvestment Funds") based on 182 units, shall be used to construct the amenities outlined in Section E of PD-154. Should 183 units be constructed, the total amount of the Reinvestment Funds shall be increased based on the per unit calculation set forth in paragraph a., above.
- c. The reduced Park Fees (\$599,347.84), based on 182 units, shall be paid prior to the issuance of a development permit (DEV permit) for the Project. Should 183 units be constructed, the total amount representing the reduced Park Fees shall be increased based on the per unit calculation set forth in paragraph a., above; provided; however, the total number of units shall not exceed 183 as outlined in PD-154.
- d. Prior to the issuance of a certificate of occupancy for building A on Exhibit "A," the Town shall confirm the amenities identified in Section E of PD-154 have been fully constructed as depicted in PD-154 and the approved site plan for the Project. If the Town determines the amenities have not been fully constructed as depicted in and required by PD-154 and

the approved site plan, the Developer shall pay to the Town the entire amount of the Reinvestment Funds prior to issuance of a certificate of occupancy. The Developer shall not be entitled to a reduction in the amount of Reinvestment funds due to the Town pursuant to this paragraph d. for partial construction of the amenities.

4. **Installation of Water Lines.** The Town and the Developer have agreed that the public health, safety and welfare would be benefitted by the installation of a certain water line ("Water Line") during the construction of the Project. The Developer agrees to dedicate a fifteen foot (15') wide water line easement and to install a twelve inch (12") water line as shown on Exhibit "C" at the time the Developer completes the development improvements. The Town agrees to reimburse the Developer for the 12-Inch water line in accordance with Exhibit "D," at a cost not to exceed the lesser of the cost estimates provided in Exhibit "D" and two hundred and eighteen thousand two hundred and twelve dollars and no cents (\$218,212.00). The Town agrees to submit payment to the Developer within thirty (30) days of the Water Line being installed, tested, and accepted by the Town, and receipt of the notice of completion from the Developer. The cost estimates provided in Exhibit "D" include all aspects of the installation including design, construction, and warranty of the Water Line.
5. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.
6. **Covenant Running with the Land.** This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future, and it is the intent of this Agreement, and the parties so acknowledge, that all phases of the Project shall be subject to this Section of this Agreement.
7. **Applicable Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
8. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

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

If to Developer: NEM FM, LP
865 N. Cowan Avenue
Lewisville, TX 75057
Attention: Charlie Nicholas

9. **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the Parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.
11. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
12. **Filing in Denton County Deed Records; Covenant Running with the Land.** This Agreement or a memorandum thereof shall be filed in the deed records of Denton, Texas. Upon any sale or other transfer of any ownership rights in the Project, Developer shall notify the Town in writing of such sale or transfer within thirty (30) days of such sale or transfer, provided, however, no notice shall be required for the sale of a lot for which a record plat has been approved and recorded in the deed records. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed (a "Fully Improved Lot").
13. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Project now or in the future with the exception of the purchaser of a Fully Improved Lot.
14. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.
15. **Default.** No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

- 16. Roughly Proportionate Determination under Texas Law.** Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the specific exactions required by the Town and agreed to by Developer in this Agreement are roughly proportionate to the anticipated impact of the development of the Project in accordance with applicable Town ordinances. Developer hereby waives and releases the Town from any and all liability under §212.904 of the Texas Local Government Code, as amended, with respect to Developer's construction and payment obligations under this Agreement.
- 17. Rough Proportionality Determination under Federal Law.** Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and chapter 395 of the Texas Local Government Code in regard to its construction and payment obligations under this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of such agreements. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.
- 18. Release; Estoppel Certificates.** From time to time upon written request of Developer to the Town Manager, the Town Manager may execute, in recordable form, a release of any provision of this Agreement if the Town Manager and Town Attorney determine Developer has fully satisfied the provision to be released. From time to time upon written request of Developer to the Town Manager, the Town Manager may execute a written estoppel certificate identifying any obligations of Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Developer is in compliance with its duties and obligations under such agreements.
- 19. Exhibits.** The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A	PD-154 Concept Plan
Exhibit B	Metes and Bounds Description of Property in the Town of Flower Mound
Exhibit C	12-Inch Water Line Improvements
Exhibit D	Water Line Cost Estimate

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
 Name: Steve Dixon
 Mayor, Town of Flower Mound

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Steve Dixon, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

 Notary Public, State of Texas

DEVELOPER:

NEM FM, LP
 a Delaware limited partnership

By: NE Multifamily Development, LLC
 a Texas limited liability company, its General Partner

By: _____
 Name: Charlie Nicholas
 Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by Charlie Nicholas, Manager of NE Multifamily Development, LLC, the General Partner of NEM FM, LP, a Delaware limited partnership, on behalf of said limited partnership.

 Notary Public, State of Texas

EXHIBIT B - METES AND BOUNDS DESCRIPTION

LEGAL DESCRIPTION

9.149 Acres

Town of Flower Mound

Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in Clerk's File No. 98-R0113753, Real Property Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to A. H. Crossett, recorded in Volume 446, Page 662, Deed Records, Denton County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2 inch rebar set with cap stamped (G&A Consultants) at the northwest corner of said Minassian Tract, being the southwest corner of Lot 1, Block A, College Parkway Right-of-Way and Lot 1, Block A of Gaston Park Addition, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet M, Page 356, Plat Records, Denton County, Texas, and being on the northeast line of F.M. 2499;

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THENCE southeasterly with the east line of said Minassian tract and the west line of said Reeder tract, and with the meanders of said Timber Creek, the following six (6) calls:

S 06°26'00" W, a distance of 101.00 feet;

S 10°34'00" E, 56.00 feet;

S 57°34'00" E, 37.00 feet;

S 12°33'55" E, 94.00 feet;

S 09°26'00" W, 84.00 feet;

S 75°24'00" E, 103.19 feet, to a point in the north line of Lot 4X, Block A, of Lot 1, 2, 3 and 4X, Block A, Timber Creek Medical Plaza, 2163 acre tract out of the C. Chacon Survey, Abstract No. 229, an addition to the Town of Flower Mound, Denton county, Texas, according to the plat thereof recorded in Document No. 2015-307, Plat Records, Denton County, Texas;

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THENCE S 55°32'15" W, 206.03 feet with to the northeast line of said F.M. 2499;

THENCE with the northeast line of said F.M. 2499, the following:

N 37°37'11" W, 17.78 feet to a 1/2" capped rebar set (G&A Consultants);

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N 45°35'08" W, 300.88 feet to a Texas Department of Transportation Monument found;

N 39°57'05" W, 200.60 feet to a Texas Department of Transportation Monument found;

N 45°38'25" W, 346.49 feet to the Point of Beginning, and containing approximately 9.149 acres of land.

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lubbock, Texas 79402
822.435.97.2
2017 County VMA 12016
Floodplain, Texas 79402
15762 1815: 1019443
www.jrmc.com

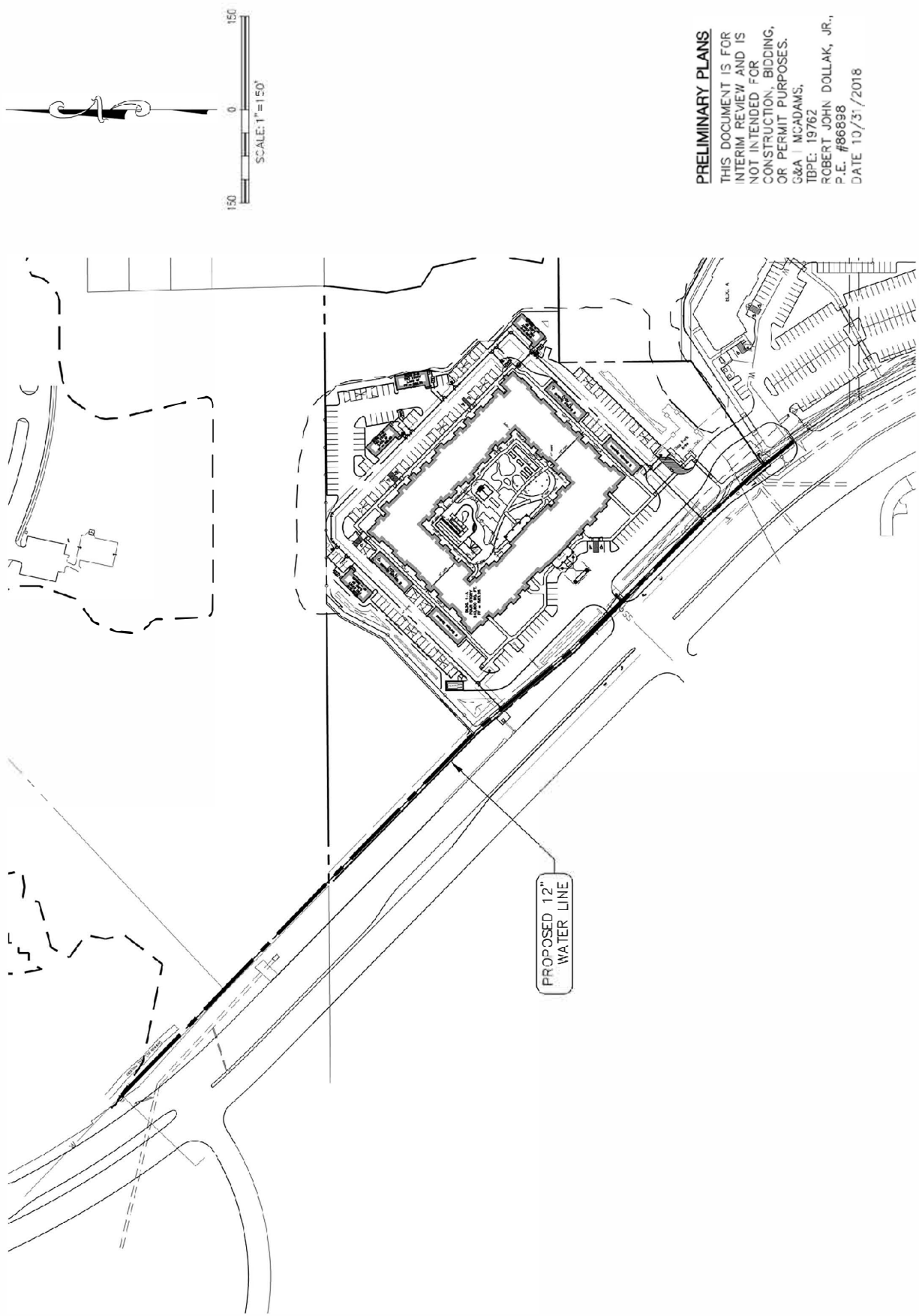


Lot 1 Block A
FLOWER MOUND SENIOR LIVING
9.149 Acres
In the
C. CHACON SURVEY, ABSTRACT NO. 299
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

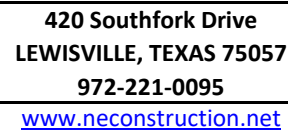
EXHIBIT "C"

Drawn By: JRM
Scale: 1"=150'
Revisions:
10/01/2018
10/12/2018
10/31/2018

17026



PRELIMINARY PLANS
THIS DOCUMENT IS FOR
INTERIM REVIEW AND IS
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES.
G&A | MCADAMS,
TBP# 19762
ROBERT JOHN DOLLAK, JR.,
P.E. #86898
DATE 10/31/2018



PROJECT: Flower Mound Senior Living - 12" Water Line Improvements

[illegible]

	N.E. Construction, LLP				
	420 Southfork Drive LEWISVILLE, TEXAS 75057 972-221-0095				
	www.neconstruction.net				
BID TABS					
PROJECT: <u>Flower Mound Senior Living - 12" Water Line Improvements</u>					
ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	12" PVC	LF	1,510	\$48.00	\$72,480
2	12" Gate valve	EA	5	\$2,751.00	\$13,755
3	Connect to existing water line	EA	2	\$2,000.00	\$4,000
4	Standard fire hydrants (Inc. all fittings, etc.)	EA	2	\$7,500.00	\$15,000
5	Encase Bore(With 18" Steel Sleeve)	LF	100	\$350.00	\$35,000
6	Trench Safety	LF	1557	\$ 1.00	\$1,557
7	Silt Fence	LF	1,557	\$ 2.50	\$3,893
8	Testing (5% Assumed)	LS	1	\$ 7,284.00	\$7,284
9	MUNICIPAL CONSTRUCTION BONDS (2% Assumed)	LS	1	\$ 3,059.00	\$3,059
10	Engineering Costs 8%	LS	1	\$ 12,482.00	\$12,482
11	Surveying 2.5%	LS	1	\$ 3,901.00	\$3,901
12	Contingency 10%	LS	1	\$ 15,603.00	\$15,603
13	General Requirements 6%	LS	1	\$ 11,281.00	\$11,281
14	Overhead 2%	LS	1	\$ 3,986.00	\$3,986
15	Contractor fee (Profit) 4%	LS	1	\$ 8,131.00	\$8,131
16	Builders Risk & General Liability	LS	1	\$ 2,200.00	\$2,200
17	Payment & Performance Bond	LS	1	\$ 4,600.00	\$4,600
Prep By:	Bryan Kincaid NE Construction LLP				
Appr. By:					
Date:	Friday, October 12, 2018				
Estimate not valid without qualification page					
TOTAL PROJECT COST					\$218,212

	N.E. Construction, LLP
	420 Southfork Drive LEWISVILLE, TEXAS 75057 972-221-0095
	www.neconstruction.net

BID TABS

PROJECT: Flower Mound Senior Living - 12" Water Line Improvements

Qualification

Estimate does not include:

- Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
- Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
- Impact fees
- SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)

The engineer did not provide the unit prices included in the this opinion of probable cost.

The inspections fee information identified, is based on those items that will be publicly maintained. Inspection fees are based on the cost of public improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.

Testing is assumed to be 5% of the cost of improvements.

Rock excavation or rock trenching is not included in these cost and will be an additional cost if encountered.

All impact fee, tap fees, permit fees, backflow preventors and meters are excluded

These costs assume native bedding and backfill

Removal and Replacement of unsuitable soils is not included

Assumes stockpiling of topsoil on project site.

Bond for City of Flower Mound assumed to be 2%

Permits not included

SWPPP : only silt fencing is included.

Traffic Control is not included



LETTER OF INTENT > NE DEVELOPMENT, LLC

October 31, 2018

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

RE: Zoning Change Request – NEM Senior Living Planned Development
Letter of Intent
G&A Job No. 17026

Mr. Russell:

Please accept this letter, on behalf of the NE Development, LLC, as an explanation of the proposed Zoning Change Request for approximately nine acres of land located just north of Timber Creek Medical Office Plaza along FM 2499 and south of Timber Creek. This property is currently owned by Minassian Properties, LC. It has a land use designation of Retail and it is currently zoned as Retail – 1 (R-1).

PROJECT DESCRIPTION:

In March of 2017, the Town Council amended the Land Use Plan to create a Senior Housing Overlay District in order to attract development to meet the high demand for this type of living option for the Town's senior population. The Overlay ordinance incentivizes senior housing development by allowing developers to request certain waivers from the Town's SMARTGrowth policy and exemptions from the Town's parkland requirements. Additionally, the presentation of the Overlay ordinance focused on the FM 2499 corridor or areas close to shopping, offices and medical uses as an ideal location for senior housing.

Senior housing options are in demand in the majority of cities throughout the metroplex. As the population ages, baby boomers are looking for low-maintenance living options close to their kids and grandkids with access to nearby shopping and services. NE Development has done several successful senior multi-family projects in this region. The average age of their typical resident is 72. The average time span for leases is between five to eight years. An example of one of their projects is Atlas Point at Prestonwood in Carrollton.

NEM Senior Living will include a four-story building and four outbuildings that are two-story with garages below and one living unit above. Building A will have an internal, fully enclosed courtyard that will feature the community pool, cabanas, gazebos, outdoor grill, and seating areas. The building footprint is approximately 61,380 square feet and the gross floor area of 242,800 square feet. The main entrance will be covered with a portico and will have direct access to the clubhouse area. The proposed amenities and services in the clubhouse include a game room, lounge



LETTER OF INTENT > NE DEVELOPMENT, LLC

areas, and a full kitchen. Building's B1-B4 will each have four garages for residents and the second story will be a three-bedroom unit.

There will be 183 units within the development, with several of them overlooking the courtyard area or the existing creek and open space areas to the east and northwest. Approximately 66% of the units will be one-bedroom and the remaining 33% will be two or three-bedroom. That breaks down to be 118 one-bedroom units, 61 two-bedroom units, and 4 three-bedroom units. Units will be accessed via an internal corridor system that connects to the clubhouse and ingress/egress points of the building.

Other onsite amenities include a community pool, a coffee bar, dining area, theater/TV lounge, salon, grilling station, dog spa, scheduled activities and events, covered parking areas, seating areas, shade structures, open space, access to the Town's trail system.

The community will be gated to provide additional security for residents. Cross access to the proposed development to the south will be open to motorist; however, the parking areas will be gated. We are proposing a total of 222 parking spaces which will adequate for residents, guests, and employees. A parking study has been submitted to the Town that details the anticipated parking demand and the adequate number of spaces that will serve this type of development.

PROPOSED ZONING:

The purpose of this application is to request a zoning change to be a Planned Development (PD) with Multi-Family (MF) as the base zoning. Development standards have been drafted and submitted with this request. Additional permitted uses have been added to the PD such as garages and carports/covered parking. The regulations also establish the minimum area per unit at 500 square feet and an average area per unit at 850 square feet. The proposed density is 20.2 du/ac which equals 183 total units. As part of the requested zoning, site amenities for senior living communities are required and our PD will require the amenities described above.

The property is bordered by floodplain and it acts as a natural buffer to the adjacent land uses. To the north is Gaston Park which sits on the other side of Timber Creek. To the east is a 6-acre residential lot that is zoned Agricultural. To the south is Timber Creek Medical Office Park that is zoned as a PD for retail, restaurant, and office uses. This is an ideal location for senior housing due to the proximity of the Senior Center, which sits just across FM 2499 on West Windsor, and the Flower Mound Hospital, which is just south in the River Walk.



LETTER OF INTENT > NE DEVELOPMENT, LLC

EXCEPTIONS:**Compatibility Buffer and Setback:**

Section 82-302, Compatibility Buffer requires a 25-foot buffer and masonry screening wall along the eastern and northern property lines. Since these areas directly abut land that will be deeded over to the Town for a public park, the buffer and screening are not necessary. The existing vegetation and floodplain provide adequate buffering.

Section 82-303, Compatibility Setback, requires a multi-story building to be setback from adjacent residential property at a ratio of five feet for every one foot of building height. Since the proposed building is a little over 61 feet in height, that would require the setback to be 305 feet. The building is approximately 180 feet from the eastern property line and is separated by Timber Creek. Therefore, we would like to request an exception to the Compatibility Setback requirement.

Town-Defined Floodplain:

We have conducted a detailed flood analysis of the subject property and nearly one-third is inundated with the Town-defined floodplain. Although the floodplain is one of the features that make this site a desirable location for senior housing, it can also be challenge to the development potential of the property especially since the Town has its own definition of floodplain. In order to provide adequate parking and on-site detention, we are proposing to impact portions of the Town-defined floodplain – a little over a half acre.

Overhead Utilities:

We are also requesting an exception to the Town's requirement to bury overhead utilities. There are no utility poles on the subject property, however the guy wires from one of the poles extend over the property line. Therefore, we would like to seek an exception.

Slope Exception:

We are also requesting an exception to the Town's 12% slope protection requirement. There is a small portion of the property along the drainage channel, approximately 0.029 Acres, from FM 2499 to Timber Creek that will be impacted by the required connection to the adjacent property. The area impacted will be for the construction of underground drainage and the fire lane.

CONCLUSION:

We are very excited to have the opportunity to bring one of the first senior housing projects to the Town of Flower Mound. This location is the ideal spot for this use and the project will be beneficial to the Town and its residents.



LETTER OF INTENT > NE DEVELOPMENT, LLC

Thank you in advance for your consideration. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

G&A | MCADAMS

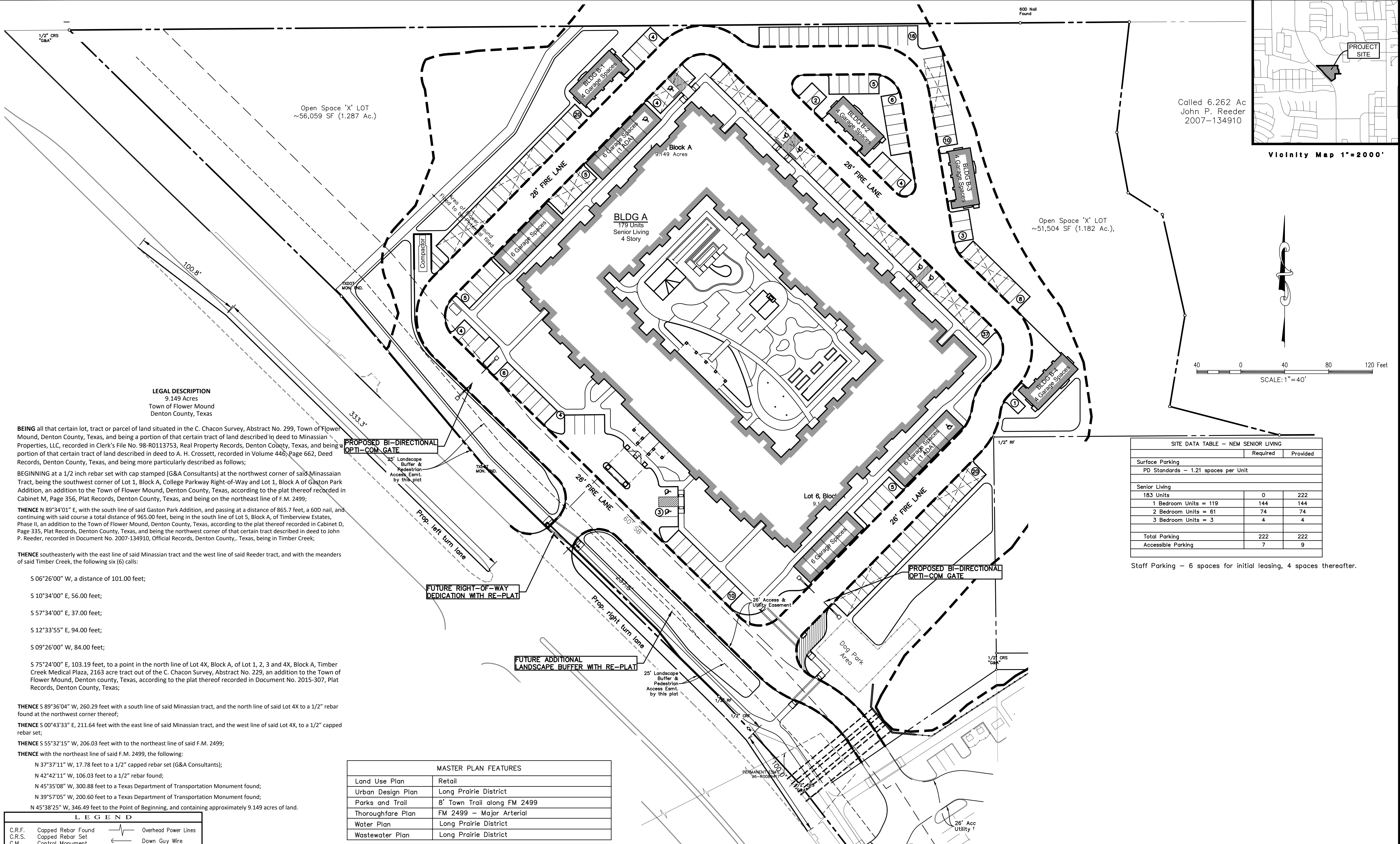
A handwritten signature in blue ink, appearing to read 'Scott Minnis', written over a horizontal line.

Scott Minnis, EIT
Project Manager

cc: Mr. Robert J. Dollak, Jr. P.E., G&A | McAdams
Mr. Charlie Moussa, NE Development

Z:\2017\17026\PDFs & Submittals\Zoning\2018-10-31 REV SHEETS FOR TC MEETING\2018.10.31 LOI 17026.docx

Fig. 2: NEM SENIOR LIVING - Concept Plan (17026) - 11/2/2018 11:27 AM, by Scott Means, Saved: 10/27/2018 10:41 AM, by Scott



LEGAL DESCRIPTION
9.149 Acres
Town of Flower Mound
Denton County, Texas

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract No. 299, Town of Flower Mound, Denton County, Texas, and being a portion of that certain tract of land described in deed to Minassian Properties, LLC, recorded in Clerk's File No. 98-R0113753, Real Property Records, Denton County, Texas, and being a portion of that certain tract of land described in deed to A. H. Crossett, recorded in Volume 446, Page 662, Deed Records, Denton County, Texas, and being more particularly described as follows;

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THENCE N 89°34'01" E, with the south line of said Gaston Park Addition, and passing at a distance of 865.7 feet, a 600 nail, and continuing with said course a total distance of 965.00 feet, being in the south line of Lot 5, Block A, of Timberview Estates, Phase II, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet D, Page 335, Plat Records, Denton County, Texas, and being the northwest corner of that certain tract described in deed to John P. Reeder, recorded in Document No. 2007-134910, Official Records, Denton County, Texas, being in Timber Creek;

THENCE southeasterly with the east line of said Minassian tract and the west line of said Reeder tract, and with the meanders of said Timber Creek, the following six (6) calls:

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S 12°33'55" E, 94.00 feet;

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N 45°35'08" W, 300.88 feet to a Texas Department of Transportation Monument found;

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N 45°38'25" W, 346.49 feet to the Point of Beginning, and containing approximately 9.149 acres of land.

MASTER PLAN FEATURES	
Land Use Plan	Retail
Urban Design Plan	Long Prairie District
Parks and Trail	8' Town Trail along FM 2499
Thoroughfare Plan	FM 2499 — Major Arterial
Water Plan	Long Prairie District
Wastewater Plan	Long Prairie District

Zoning Standard	Existing R1 (Retail-1)	Multi-Family Required (Town Code)	Proposed PD w/ Multifamily
Minimum Lot Area	N/A	2,800	N/A
Minimum Lot Width	N/A	60	60 ft.
Minimum Floor Area	N/A	700 SF	500 sf. ft. w/ average of 850 sq. ft.
Minimum Front Yard	N/A	60	60 ft.
Minimum Side Yard	N/A	10:8	N/A
Minimum Rear Yard	15 ft.	Compatibility	N/A
Maximum Lot Coverage	50 %	40 %	50 %
Max Height (stories/ft.)	2/35 ft.	3/35 ft.	4/60 ft.
Maximum Floor Area Ratio	N/A	N/A	N/A

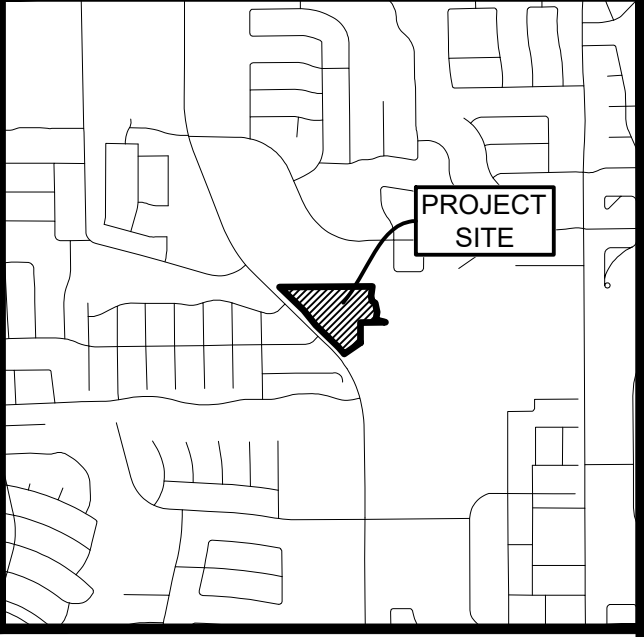
GENERAL NOTES

- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
- ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
- ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
- DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
- DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
- SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
- THE EXISTING DRIVEWAY ON FM 2499 IS TO BE REMOVED. THE INFORMATION FOR THE REMOVAL WILL BE WITHIN THE CONSTRUCTION PLANS PREPARED WITH THE SITE PLAN.

SITE DATA TABLE — NEM SENIOR LIVING		
	Required	Provided
Surface Parking		
PD Standards — 1.21 spaces per Unit		
Senior Living		
183 Units	0	222
1 Bedroom Units = 119	144	144
2 Bedroom Units = 61	74	74
3 Bedroom Units = 3	4	4
Total Parking	222	222
Accessible Parking	7	9

Staff Parking — 6 spaces for initial leasing, 4 spaces thereafter.

LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	
Mon.	Monument	443 Existing Contours
BM	Benchmark	445 Proposed Contours
PH	Fire Hydrant	Concrete Pavement
WM	Water Meter	Asphalt Pavement
WV	Water Valve	Wood Fence
W/L	Water Line	Chain Link Fence
ICV	Irrigation Control Valve	Wire Fence
SSMH	Sanitary Sewer Manhole	Masonry Wall
CO	Sanitary Sewer Cleanout	Existing Tree
UP	Utility Pole	(FL) Flowline
LP	Light Pole	Creek, Swale, or Waterway Embankment
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	



Called 6.262 Ac
John P. Reeder
2007-134910

Vicinity Map 1"=2000'

SCALE: 1"=40'

McADAMS

G&A

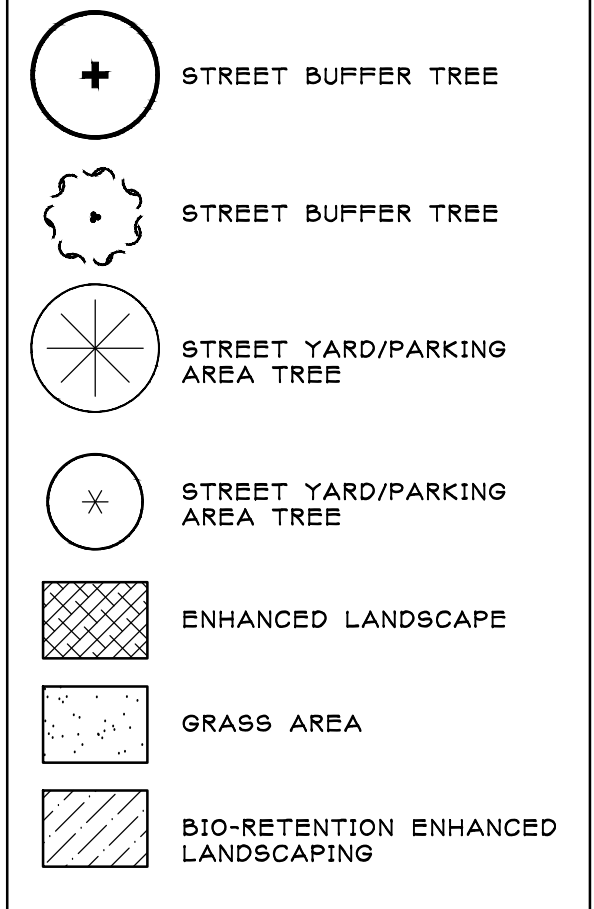
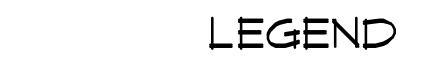
NEM SENIOR LIVING
Lot 6, Block A
Windsor Ridges Addition
9,149 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
G&A | McADAMS, TBPE: 19762
R. VON BEOUGHIER, P.E. #69087
DATE 11/1/2018

17026

C

OWNER/DEVELOPER
N.E. DEVELOPMENT, LLC
885 N. COWAN AVE.
LEWISVILLE, TX 76067
Ph. (469)899-8000
Contact: Charlie Nicholas



MCADAMS

NEW SENIOR LIVING
Lot 6, Block A
Windsor Ridges Addition
9,149 Acres
 in the
C. CHACON SURVEY, ABSTRACT NO.
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR
AND IS NOT INTENDED
BIDDING, OR PERMIT
JAMESON PINSON LAND
DATED 11/1/2018

INTERIM REVIEW
FOR CONSTRUCTION,
SUSPENDED LANDSCAPE ARCHITECT
JAMESON P. PINSON
2826
STATE OF TEXAS

2826

Drawn By: MH
Date: 04/03/2017
Scale: 1"=40'
Revisions:
3/29/2018
5/04/2018
6/08/2018
7/11/2018
10/29/2018
10/31/2018

7026

3)

OWNER/DEVELOPER
N.E. DEVELOPMENT, LLC
865 N. COWAN AVE.
LEWISVILLE, TX 75057
Ph. (469)899-8000
Contact: Charlie Nicholas

STREET BUFFER LANDSCAPING			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
Long Prairie Road		25 ft.	25 ft.
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 per 30 L.F.	Long Prairie - 647 L.F.	22 trees (3" cal.)	18 trees (3" cal.) 12 trees (ROW trees) 3=1 (3" cal.) = 22 trees
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
Above 10,000 s.f.=10 + 1 tree for every 2,500 s.f. after 10,000 s.f.	86,790 s.f. of street yard	41 trees (3" cal.)	50 trees (3" cal.)
PARKING AREA LANDSCAPING			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
90 s.f. per 12 spaces	222 parking spaces	1,665 s.f.	2,226 s.f.
PARKING AREA TREES			
STANDARD	# OF PARK SPACES	REQUIRED	PROVIDED
1 per 10 parking spaces	222 parking spaces	23 trees (3" cal.)	30 trees (3" cal.) 9 trees (30% ROW trees) =39 trees (37%/30% ROW)
**All parking spaces to be located within 50 ft. of parking lot tree.			

FFec: Z:\2017\17026\Drawings\Zoning\SHEETS\17026 CONCEPT LANDSCAPE PLAN
Plotted: 11/1/2018 11:26 AM, by Scott Minnis; Saved: 10/26/2018 2:37 PM, by Megan

08/27/2018



Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

FLOWER MOUND
SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:

08/27/2018

PROJECT NUMBER:

17127

REVISIONS

NO

DATE

DRAWINGS ISSUED FOR:

PERMIT

SHEET NUMBER

A4.0

BUILDING A
EXTERIOR ELEVATIONS

COPYRIGHT © 2017

MATERIAL PERCENTAGES TABLE (EAST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	10,781	
FACADE (NO DOORS & WIN.)	7,763	
DOOR & WINDOWS S.F.	3,018	
NATURAL STONE	3,736	48%
STUCCO	3,338	43%
FIBER CEMENT	689	09%



04 BUILDING TYPE 'A' EAST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (SOUTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	15,958	
FACADE (NO DOORS & WIN.)	11,952	
DOOR & WINDOWS S.F.	4,006	
NATURAL STONE	4,550	38%
STUCCO	6,259	52%
FIBER CEMENT	1,143	10%



03 BUILDING TYPE 'A' SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL PERCENTAGES TABLE (WEST)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	11,410	
FACADE (NO DOORS & WIN.)	8,608	
DOOR & WINDOWS S.F.	2,802	
NATURAL STONE	4,071	47%
STUCCO	3,583	42%
FIBER CEMENT	954	11%



02 BUILDING TYPE 'A' WEST ELEVATION
SCALE: 1/16" = 1'-0"

LEGEND : PAINT COLOR SCHEME & MATERIAL	
1 NATURAL STONE ESPINOZA STONE PALOMINO BLEND	4 STUCCO ACCENT SW 7642 PAVESTONE (SHERWIN WILLIAMS)
2 CAST STONE WATERTABLE AMP BRICK AND STONE BUFF-GROUNDFACE	5 METAL ACCENT SW 6041 OTTER (SHERWIN WILLIAMS)
3 STUCCO SW 7628 ZURICH WHITE (SHERWIN WILLIAMS)	6 ROOF SHINGLES GAF ROOFING WEATHERED WOOD

MATERIAL PERCENTAGES TABLE (NORTH)		
	SQ. FT	PERCENTAGE
TOTAL FACADE	16,432	
FACADE (NO DOORS & WIN.)	12,812	
DOOR & WINDOWS S.F.	3,620	
NATURAL STONE	4,936	39%
STUCCO	6,424	52%
FIBER CEMENT	1,452	11%



ANY EXTERNAL ELECTRICAL PANELS WILL
BE PAINTED/TEXTURED TO MATCH THE
MATERIAL AND COLOR OF THE BUILDING

01 BUILDING TYPE 'A' NORTH ELEVATION
SCALE: 1/16" = 1'-0"



04 **BUILDING 'B' - REAR ELEVATION**
SCALE: 1/4" = 1'-0"



03 **BUILDING 'B' - LEFT ELEVATION**
SCALE: 1/4" = 1'-0"



02 **BUILDING 'B' - RIGHT ELEVATION**
SCALE: 1/4" = 1'-0"



01 **BUILDING 'B' - FRONT ELEVATION**
SCALE: 1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

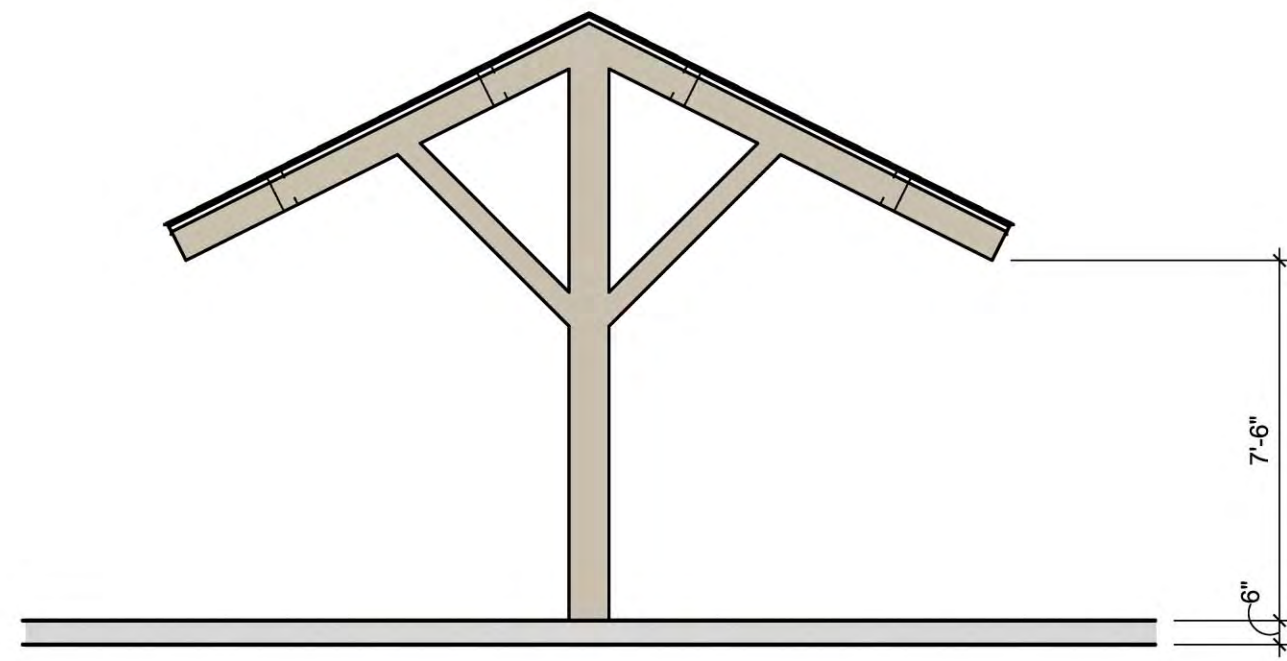
PROJECT NUMBER:
16721

REVISIONS
NO DATE

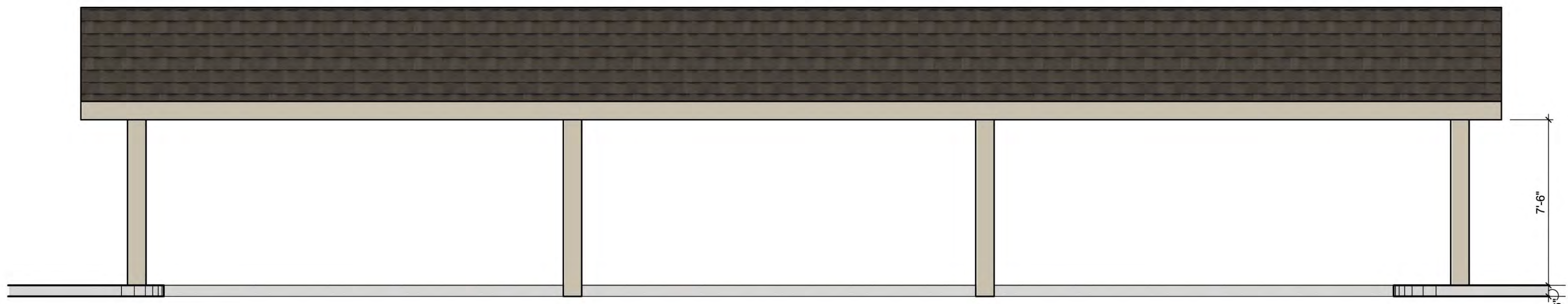
DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER

A4.1
BUILDING 'B'
ELEVATIONS

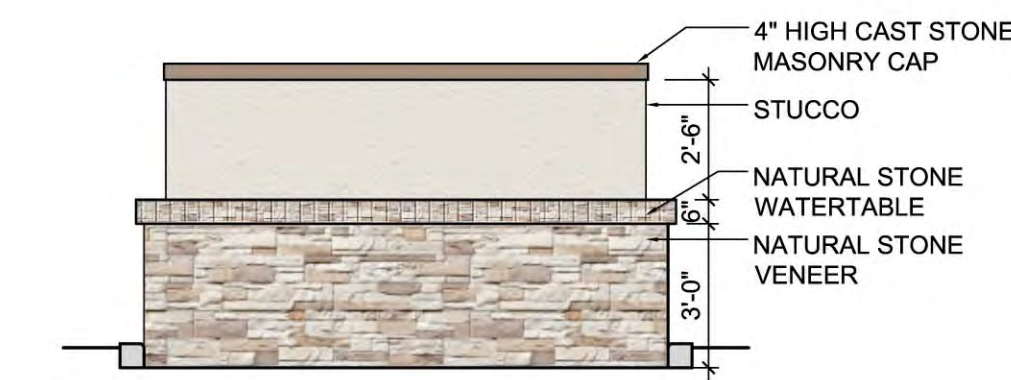
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09 6-BAY CARPORT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



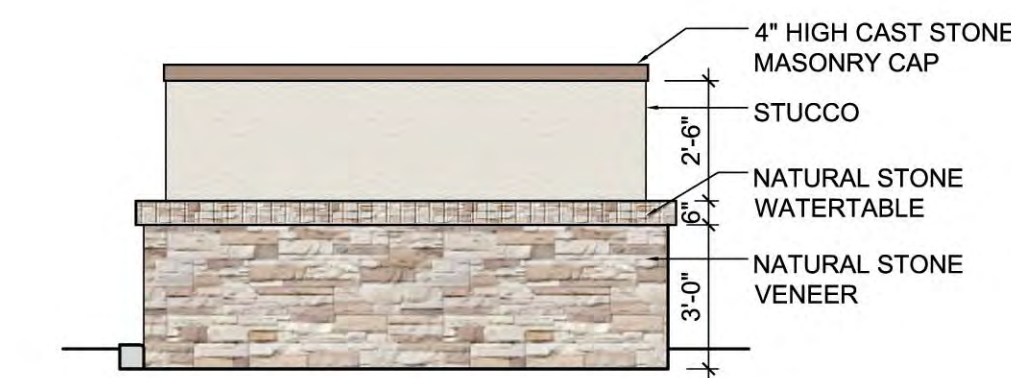
08 6-BAY CARPORT FRONT/REAR ELEVATION
SCALE: 1/4" = 1'-0"



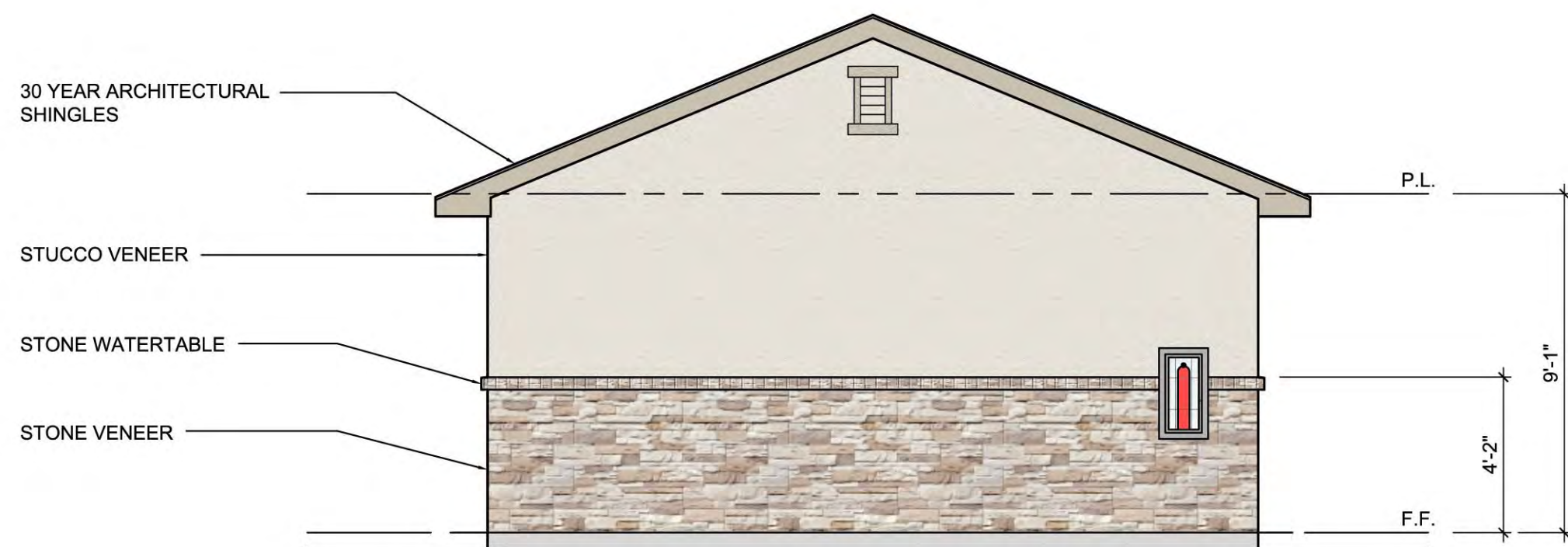
07 DUMPSTER ENCLOSURE ELEVATION - REAR
1/4" = 1'-0"



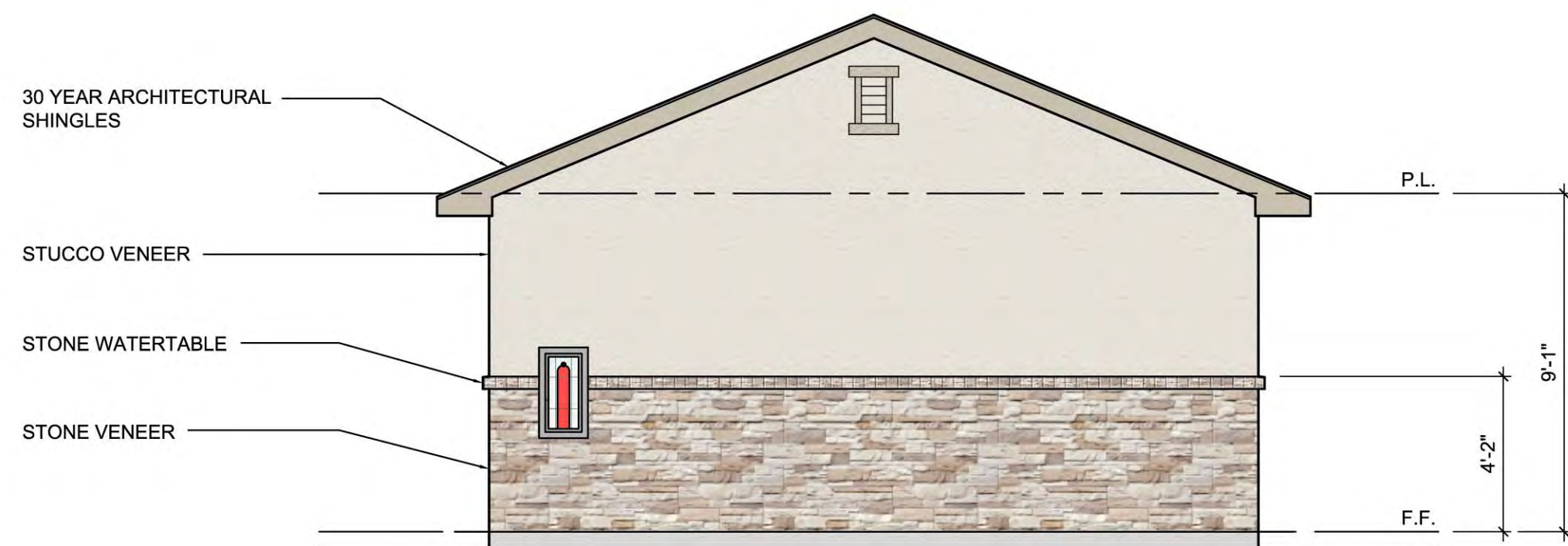
06 6-BAY GARAGE REAR ELEVATION
1/4" = 1'-0"



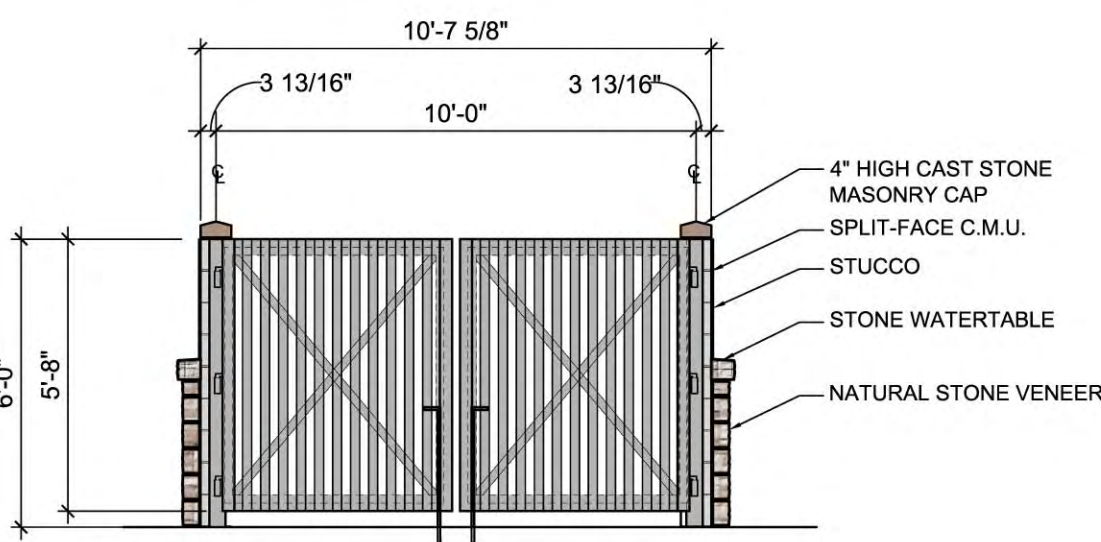
05 DUMPSTER ENCLOSURE ELEVATION - SIDE
1/4" = 1'-0"



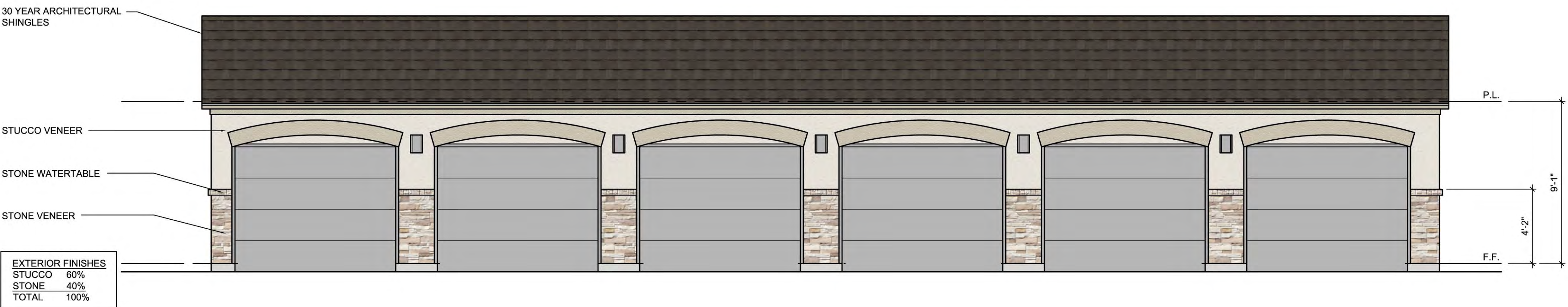
04 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



03 6-BAY GARAGE SIDE ELEVATION
1/4" = 1'-0"



02 DUMPSTER ENCLOSURE ELEVATION - FRONT
1/4" = 1'-0"



01 6-BAY GARAGE FRONT ELEVATION
1/4" = 1'-0"

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
WWW.CROSSARCHITECTS.COM

SENIOR LIVING
FLOWER MOUND, TEXAS

DATE:
08/07/2017

PROJECT NUMBER:
16721

REVISIONS
NO DATE

DRAWINGS ISSUED FOR:
SCHEMATIC
SHEET NUMBER

A4.2
6-BAY GARAGE/
CARPORT
ELEVATIONS
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TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: November 5, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0004-Balekian Addition/CVS) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Cross Timbers Road and east of Lusk Lane. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its October 22, 2018, meeting.)***

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. The Applicant has requested this item be postponed in order to allow the Developer additional time to discuss the project with the adjacent neighborhood. Given the applicant has not provided a date in which this can be accomplished, the proposed subsequent action of Council is to postpone this item indefinitely, which includes the public hearing. As a result of that action the Town will need to re-notice for the public hearing at a future date to be determined and the public hearing will be held at that time.

A super majority of the Town Council will be required to approve the requested Master Plan Amendment.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Applicant request for postpone

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

DRAFT MOTION: Move to postpone the request for a Master Plan Amendment (MPA18-0004 – Balekian Addition / CVS) indefinitely.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: October 22, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Master Plan Amendment (MPA18-0004 – Balekian Addition CVS) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Estate Residential to Retail use on approximately 2.48 acres of land within the Cross Timbers Protection Area. The property is generally located north of Cross Timbers Road and east of Lusk Lane.**

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are no outstanding issues.

The project has a companion application, Zoning Planned Development (ZPD18-0004), for consideration on the same agenda.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

As a matter of reference, an application for a Master Plan Amendment from Estate Residential to Retail and an application for a Zoning Planned Development with Retail uses were considered by the Planning and Zoning Commission on [March 26, 2018](#), and by the Town Council on [April 16, 2018](#). After a recommendation of denial by the Planning and Zoning Commission, the Town Council denied both applications. The above referenced links to the respective public hearings may be accessed to review the details.

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Estate Residential to Retail on approximately 2.481 acres. The property lies within the Cross Timbers Protection Area.

The Town's Master Plan defines the current Estate Residential land use designation as "residential development, typically being single family detached residential development with minimum one-acre lots or greater."

The requested Retail land use designation is defined as "neighborhood or community oriented commercial area with a variety of uses ranging from restaurants and beauty salons to supermarkets and drug stores. Small professional offices, such as title

companies, doctors and dentists, legal, real estate, etc. could be included in this land use category.”

With respect to the Cross Timbers Protection Area (CTPA), the Master Plan recognizes the significance of the environmental character found throughout the boundaries of this area on property anticipated for development:

The Cross Timbers Protection Area consists of those areas within the Long Prairie District where remnants of the Cross Timbers exist, but have been compromised due to the encroachment of rapid and intense urbanization. Development within the protection area may occur according to existing land use categories and densities; however, additional development standards will be enacted to preserve the remnants and the remaining Cross Timbers environmental character.

The CTPA parallels the land use designation for property within the area by establishing a sensitivity to incorporate the above referenced environmental character. It should be noted the Master Plan does not establish specific standards to identify and protect these trees within the CTPA, however, the Town’s Tree Ordinance does possess regulations to encourage the incorporation of these native trees.

The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to develop the property with a drug store and pharmacy with a drive-thru window.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had received no pieces of correspondence in support and 14 pieces of correspondence in opposition to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

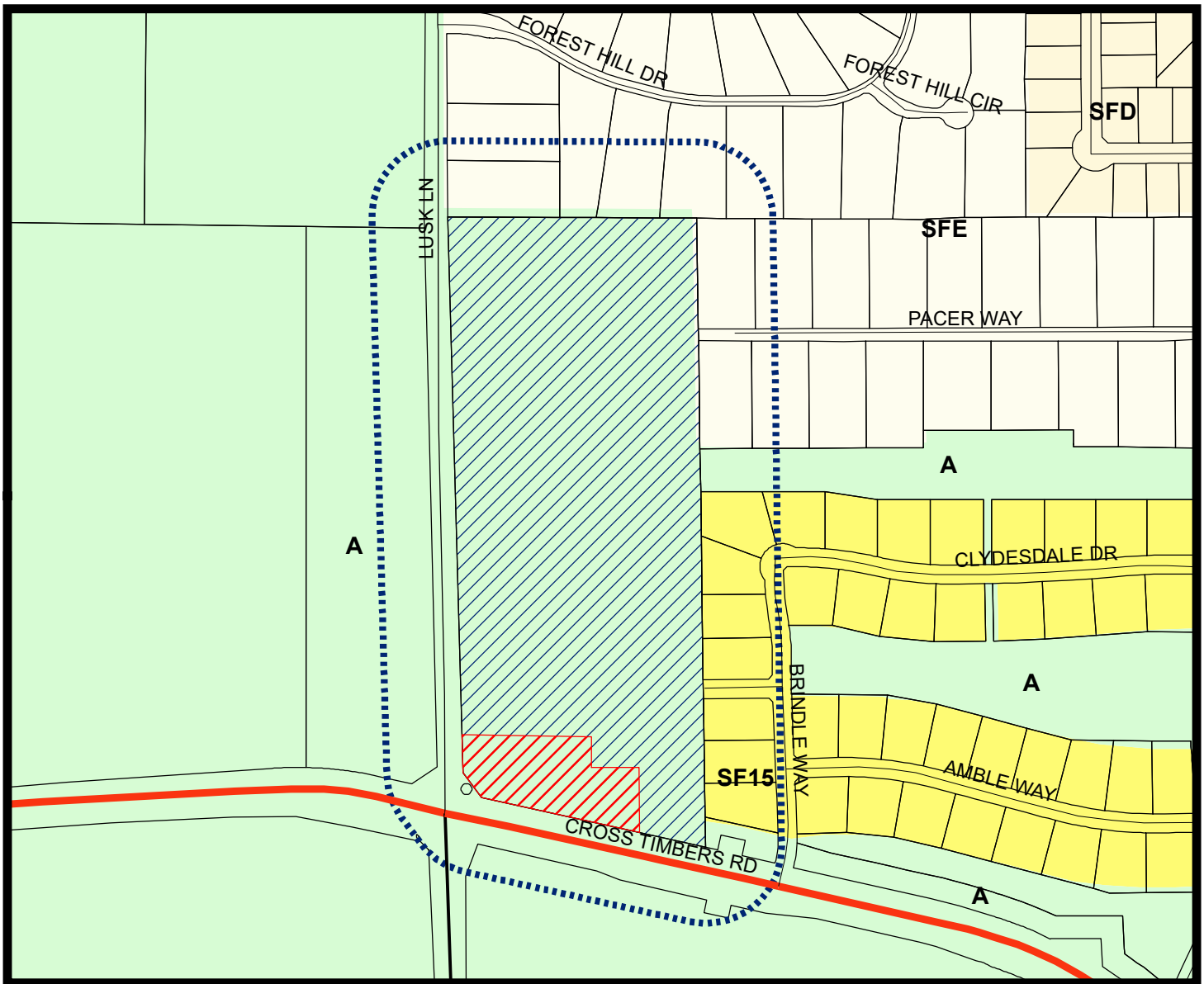
B. Application Details

1. Master Plan Exhibit



Vicinity Map

Reference Project: MPA18-0004 & ZPD18-0004



LEGEND

Agriculture
 Single Family 15
 Single Family Density
 Single Family Estate



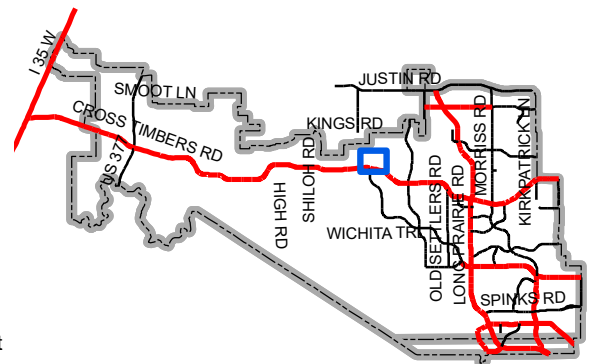
Subject Property - Commercial



Subject Property - Residential



200 ft Notification Buffer around Property



Map Location



June 20, 2018

Mr. Richard Brown
Senior Planner
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75022

RE: Balekian Addition
Letter of Intent
5100 Cross Timbers Rd.

Dear Mr. Brown,

On behalf of Janet Balekian, LB Flower Mound, LLC and CVS Pharmacy Inc., please accept this letter intent describing the applications for Master Plan Amendment and Zoning Planned Development for the property located at 5100 Cross Timbers Rd. (FM 1171). The purpose of this application is to amend the existing land use of the Town of Flower Mound Master Plan from Cross Timbers Protection Area, Estate Residential, to retail in order to accommodate a proposed CVS pharmacy. In conjunction, we request a change to the existing zoning district from Agricultural to Planned Development with a base zoning of Retail – 1 (R-1) for the 2.481 acre portion of the property for the proposed CVS pharmacy (Tract 1), and a change to the existing zoning district from Agricultural to Planned Development with a base zoning of Single Family Estate Residential for the remaining 22.067 acres of the property (Tract 2).

The project site encompasses 24.548 acres and is located at the northeast corner of Cross Timbers Rd. and Lusk Ln. on the property owned by Janet Balekian and LB Flower Mound, LLC. The proposed CVS pharmacy will be located between Ms. Balekian's current residence and Cross Timbers Rd. near the intersection. She will continue to reside at her home and operate the pumpkin patch and Christmas tree farm seasonally. Ms. Balekian has no plans to further subdivide or develop the remainder of her property in additional phases at this time but as part of this application requests to a change the existing zoning district from Agricultural to Planned Development with a base zoning of Single Family Estate Residential for the remaining 22.067 acres of the property. If her property is developed at some point in the future, we have provided opportunities for cross access and utility connections to ensure adequate infrastructure would be available.

Several large Post Oak and Blackjack Oak trees onsite will be preserved as encouraged by the Cross Timbers Area Plan to "preserve the country atmosphere and natural environment" of Flower Mound. Open space and site amenities include a circular raised planter, brick-patterned sidewalks, bicycle racks, pedestrian benches, and stone column and retaining wall features.

Enhanced landscaping, rural style 3-rail fence, and an equestrian trail will be installed along Cross Timbers Rd. to further the environment goals of the Master Plan.

The Master Plan Amendment request to a Retail Land Use Designation is an appropriate use for this property due to the changing character of the intersection of Cross Timbers Road and Flower Mound Road/Lusk Lane. A Master Plan Amendment request was recently approved for the property directly across Cross Timbers Road for a school campus, known as RES Flower Mound, with grades Kindergarten through 12th. This was approved by the Town Council in the Summer of 2017. Additionally, St. Philip Catholic Church has acquired the property on the Southwest corner of the intersection in order to construct a new church facility since they have outgrown their current location on the east side of Town. With these new developments, the character and dynamics of this intersection have changed and will no longer consist of agricultural land. Furthermore, the intersection will serve as a gateway entrance into the developed areas of Town when coming from the west – it is where the edge of development meets the rural areas as the land uses transition from ranches to neighborhoods.

This location is also critical to serve the immediate area since these properties are located on the edge of the Cross Timbers Conservation Development District (CTCCD). Essentially, there is a 4-mile stretch along Cross Timbers Road with the CTCCD that will not be developed into any other use except low density residential neighborhoods. With limited neighborhood services in this area, the residents are currently underserved and our data indicates there is a demand for this use.

The type of architecture for this CVS is a unique design that was created specifically for this location in order to fit into the rural context of this part of the community. The Conceptual Elevations show architectural elements that are indicative of equestrian ranch structures. Influenced by the large porches that are typical in ranch architecture, canopies that extend beyond the building plane at entrances and building corners are proposed to capture the charm of this style. The building's architecture utilizes rich materials including, masonry, stone, glass, standing seam metal and a fiber cement board, which not only fit in with the surrounding architecture but are durable and will stand the test of time. The columns are tapered into a 4'x4' stone base. The use of the humanistic elements, such as canopies, contribute not only to the architectural style, but also help minimize the massing of the building to be human-scaled as encouraged in the Town's Urban Design Plan (UDP).

The UDP also requires that building less than 15,000 square feet in size have a pitched roof. Since this building area is 14,612 square feet and does not include a fully pitched roof, it would not meet this requirement and we respectfully request an exception as part of this PD application. As stated above, the architectural style was designed specifically for this building and therefore we believe it is exceptional design quality and will be a desirable addition to the Town. With the inclusion of several pitched roof elements, such as the canopies and tower feature, we believe the proposed building style fulfills the intent of the pitched roof requirement – which is to have the

appearance of residential roof style when adjacent to residential uses and to screen the rooftop equipment.

Additionally, as part of this request the following exceptions to the residential compatibility standards, Chapter 82, Article V, Division 4 of the Land Development Regulations, are proposed for Tract 1 for a pharmacy use:

	Town Standard	Planned Dev. Standard
Compatibility Buffer	25'	10'
Compatibility Setback	60'	35' north

The abutting residential property owner, Ms. Balekian, has consented to these changes to the regulations. A masonry wall and buffer landscaping will be installed along the common property line consistent with the Development Regulations.

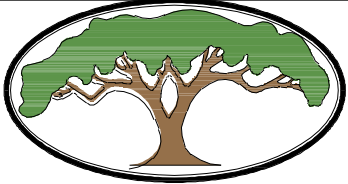
To accommodate future access to the remaining Balekian tract 0.14 acres of ROW, 50' wide, will be dedicated by subdivision plat. The plat will be submitted to the Town of Flower Mound for review following completion of the current MPA and ZPD proposals. A 30' residential street section, 31' B-B, will be constructed within this ROW per Town of Flower Mound standards. An additional 0.12 acres of ROW will be dedicated along Lusk Ln. to provide the required street ROW width per Town requirements. The total gross acreage of the site is 2.62 acres and the total net acreage, following the 0.14 acre and 0.12 acre ROW dedications, will be 2.36 acres.

If you have any questions on this application, or need anything else please feel free to contact me at (901) 384-0404 or email davidbarnett@carlsonconsulting.net.

Sincerely,



David Barnett - Carlson Consulting Engineers



BALEKIAN ADDITION MASTER PLAN EXHIBIT

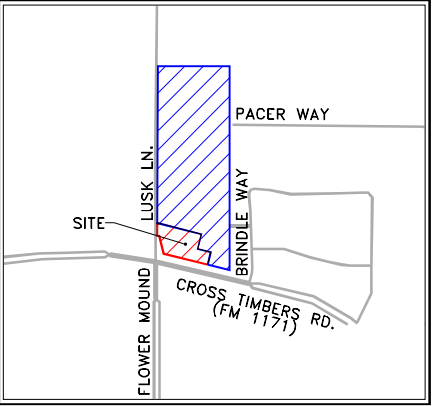
TRACT 1 METES & BOUNDS DESCRIPTION:

FIELD NOTES TO THAT CERTAIN TRACT SITUATED IN THE WILLIAM MALONE SURVEY, ABSTRACT NUMBER 855, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS; SAID TRACT BEING A PORTION OF THE TRACT DESCRIBED IN THE DEED TO ROBERT A. BALEKIAN AND WIFE, JANET I. BALEKIAN RECORDED IN VOLUME 1170, PAGE 254 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL WITH A METAL WASHER STAMPED "JPH LAND SURVEYING" SET ON THE WEST LINE OF THE TRACT DESCRIBED IN THE DEED TO ROBERT A. BALEKIAN AND WIFE, JANET I. BALEKIAN RECORDED IN VOLUME 1170, PAGE 254 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (IN LUSK LANE), FROM WHICH AN "X" IN CONCRETE FOUND AT THE NORTHWEST CORNER OF THE SAID BALEKIAN TRACT BEARS NORTH 00 DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 723.63 FEET; THENCE THROUGH THE INTERIOR OF BALEKIAN TRACT, THE FOLLOWING CALLS:

1. SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 430.98 FEET TO A SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";
2. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 143.23 FEET TO A SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";
3. SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, AT A DISTANCE OF 16.84 FEET PASSING A SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" AND CONTAINING IN ALL, A DISTANCE OF 77.14 FEET TO SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";
4. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 122.00 FEET TO 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET ON THE NORTH LINE OF THE TRACT DESCRIBED IN THE FINAL JUDGEMENT IN ABSENCE OF OBJECTION TO DENTON COUNTY RECORDED UNDER INSTRUMENT NUMBER 2011-119889 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS (NORTH LINE OF CROSS TIMBERS ROAD), FROM WHICH A TXDOT RIGHT OF WAY IRON ROD WITH ALUMINUM CAP (TYPE III) FOUND AT AN ANGLE POINT IN NORTH LINE OF THE SAID DENTON COUNTY TRACT BEARS SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 118.90 FEET;

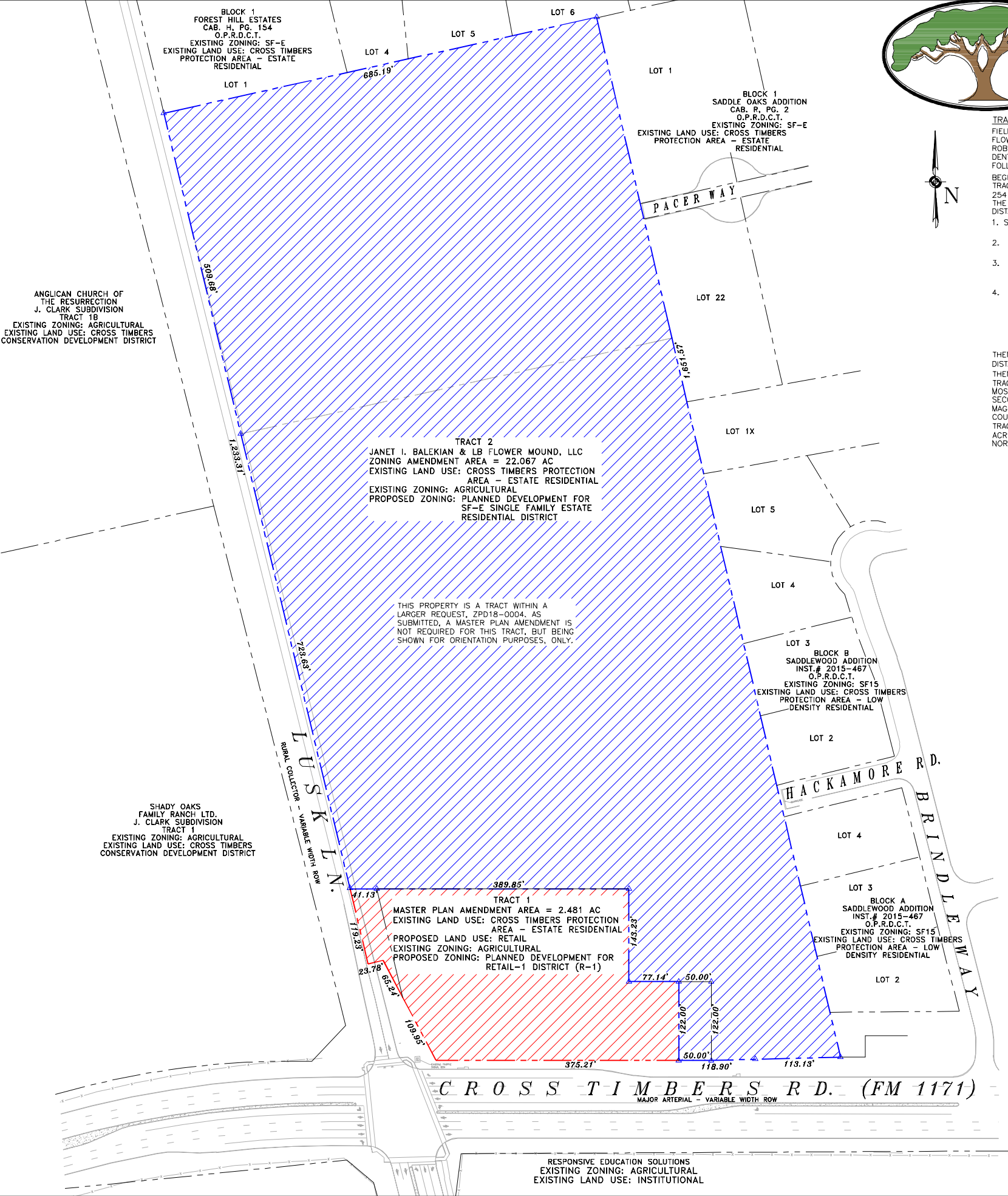
THENCE NORTH 77 DEGREES 25 MINUTES 54 SECONDS WEST, WITH THE NORTH LINE OF THE DENTON COUNTY TRACT, A DISTANCE OF 375.21 FEET TO 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" AT AN ANGLE POINT; THENCE NORTH 15 DEGREES 19 MINUTES 21 SECONDS WEST, CONTINUING WITH THE NORTH LINE OF THE DENTON COUNTY TRACT, A DISTANCE OF 175.19 FEET TO A TXDOT RIGHT OF WAY IRON ROD WITH ALUMINUM CAP (TYPE III) FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF THE DENTON COUNTY TRACT; THENCE SOUTH 89 DEGREES 05 MINUTES 22 SECONDS WEST, CONTINUING WITH THE NORTH LINE OF THE DENTON COUNTY TRACT, A DISTANCE OF 23.78 FEET TO A MAG NAIL WITH A METAL WASHER STAMPED "JPH LAND SURVEYING" SET AT THE NORTHWEST CORNER OF THE DENTON COUNTY TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 48 SECONDS WEST, WITH THE SAID WEST LINE OF THE BALEKIAN TRACT (IN LUSK LANE), A DISTANCE OF 119.23 FEET RETURNING TO THE POINT OF BEGINNING AND ENCLOSING 2.48 ACRES (±108,090 SQUARE FEET). BEARINGS ARE BASED ON GRID NORTH PER THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE



VICINITY MAP

- LEGEND**
- PROPOSED PROPERTY LINE
 - △ PROPOSED PROPERTY CORNER
 - TRACT 1
 - TRACT 2

- NOTES:**
1. THE PROJECT SITE IS LOCATED IN DENTON COUNTY, TX.
 2. THIS EXHIBIT WAS PREPARED BY THE PROJECT ENGINEER, CARLSON CONSULTING ENGINEERS, INC.



MASTER PLAN FEATURES	
LAND USE PLAN	ESTATE RESIDENTIAL WITHIN THE CROSS TIMBERS PROTECTION AREA
SPECIFIC PLAN	THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC AREA PLAN
URBAN DESIGN PLANS	THE PROJECT IS NOT LOCATED WITHIN AN URBAN DESIGN PLAN
PARKS & TRAILS	15' EQUESTRIAN TRAIL ALONG CROSS TIMBERS RD. (FM 1171), 8' FUTURE CITY BIKE LANE ALONG LUSK LN.
THOROUGHFARE PLAN	FM 1171 - MAJOR ARTERIAL, LUSK LN. - RURAL COLLECTOR
WATER PLAN	20" MAIN ON NORTH SIDE OF FM 1171, 20" MAIN ON EAST SIDE OF LUSK LN. EXISTING 12" MAIN EAST SIDE OF LUSK LN. HAS BEEN ABANDONED.
WASTEWATER PLAN	LONG PRAIRIE SERVICE AREA, 8" MAIN ON SOUTH SIDE OF HACKAMORE RD. IN SADDLEWOOD SUBDIVISION TO THE EAST
ECONOMIC IMPACT	EXPANSION OF COMMERCIAL TAX BASE AND INCREASED SALES TAX REVENUE



OWNER:
JANET I. BALEKIAN
5100 CROSS TIMBERS RD.
FLOWER MOUND, TX
LB FLOWER MOUND, LLC
2521 FAIRMOUNT ST
DALLAS, TX

APPLICANT:
SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
10110 N. 10th St.
Suite 100
Denton, TX 76205
www.norr.com

ARCHITECT:
180 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com
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ARCHITECTS • PLANNERS • ENGINEERS

ENGINEER:
CARLSON CONSULTING ENGINEERS, INC.
7068 Longstone Commons
Brentwood, TN 37027
Phone (615) 384-0404
Fax (615) 384-0710

DEVELOPER:
ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-90
BIRMINGHAM, AL 35242
PH. (205) 408-0443

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, SPECIFICALLY TO CHANGE THE CURRENT LAND USE REFLECTED ON THE LAND USE PLAN MAP FROM ESTATE RESIDENTIAL TO RETAIL ON APPROXIMATELY 2.481 ACRES OF LAND SITUATED IN THE WILLIAM MALONE SURVEY, ABSTRACT NUMBER NO. 855; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Land Use Plan Map contained in the Land Use Plan of the Town Master Plan depicts, by distinct colors, the various land uses in the Town; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 2.481 acres of land in the William Malone Survey, Abstract Number No. 855, has filed an application for a Master Plan Amendment to change the current land use designation from Estate Residential to Retail; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on October 22, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 5, 2018, with respect to the Master Plan Amendment described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 213 of the Local Government Code, Chapter 78, of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Master Plan Amendment on the property;

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

SECTION 1

The Master Plan of the Town of Flower Mound, Texas, as amended, is hereby amended to change the land use designation on the hereinafter described property and area as shown below:

Approximately 2.481 acres of land situated in the William Malone Survey, Abstract Number No. 855, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Section 1.0, Land Use Plan, of the Master Plan, specifically the Land Use Plan Map, is hereby amended to change the current land use designation from Estate Residential to Retail for the approximately 2.481 acres of the project area depicted on Exhibit "B,"

Ordinance No. _____

Page 2

attached hereto and incorporated for all purposes.

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2018.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

**ZONING CHANGE DESCRIPTION:**

FIELD NOTES to that certain tract situated in the William Malone Survey, Abstract Number 855, Town of Flower Mound, Denton County, Texas, said tract being a portion of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas; the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a Mag nail with a metal washer stamped "JPH Land Surveying" set on the west line of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas (in Lusk Lane), from which an "+" in concrete found at the northwest corner of the said Balekian tract bears NORTH 00 degrees 55 minutes 48 seconds WEST, a distance of 723.63 feet;

THENCE through the interior of Balekian tract, the following calls:

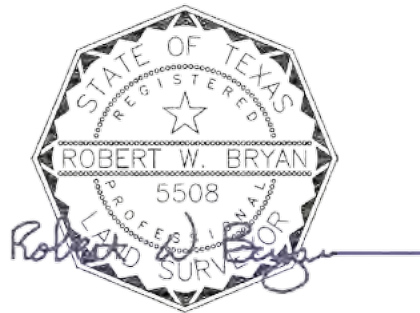
1. SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 430.98 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
1. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 143.23 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
2. SOUTH 77 degrees 25 minutes 54 seconds EAST, at a distance of 16.84 feet passing a set 1/2-inch capped rebar stamped "JPH Land Surveying" and containing in all, a distance of 77.14 feet to set 1/2-inch capped rebar stamped "JPH Land Surveying";
3. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 122.00 feet to 1/2 inch capped rebar stamped "JPH Land Surveying" set on the north line of the tract described in the Final Judgement in Absence of Objection to Denton County recorded under Instrument Number 2011-119889 of the Official Public Records of Denton County, Texas (north line of Cross Timbers Road), from which a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at an angle point in north line of the said Denton County tract bears SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 118.90 feet;

THENCE NORTH 77 degrees 25 minutes 54 seconds WEST, with the north line of the Denton County tract, a distance of 375.21 feet to 1/2-inch capped rebar stamped "JPH Land Surveying" at an angle point;

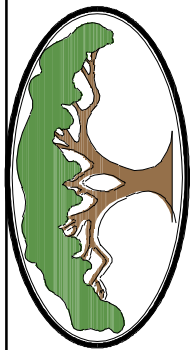
- THENCE NORTH 15 degrees 19 minutes 21 seconds WEST, continuing with the north line of the Denton County tract, a distance of 175.19 feet to a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at the most northerly northeast corner of the Denton County tract;
- THENCE SOUTH 89 degrees 05 minutes 22 seconds WEST, continuing with the north line of the Denton County tract, a distance of 23.78 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the northwest corner of the Denton County tract;
- THENCE NORTH 00 degrees 55 minutes 48 seconds WEST, with the said west line of the Balekian tract (in Lusk Lane), a distance of 119.23 feet returning to the Point of Beginning and enclosing 2.481 acres ($\pm 108,090$ square feet).

Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.

Robert W. Bryan
Registered Professional
Land Surveyor No. 5508
robertb@jphls.com
February 7, 2018
(Revised March 26, 2018 to add Lusk Lane R.O.W.)



BALEKIAN ADDITION
MASTER PLAN EXHIBIT



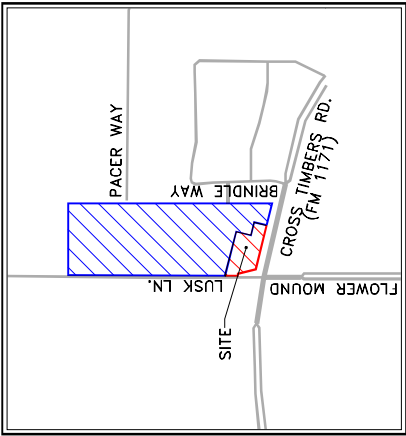
TRACT 1 METES & BOUNDS DESCRIPTION:

FIELD NOTES TO THAT CERTAIN TRACT SITUATED IN THE WILLIAM MALONE SURVEY, ABSTRACT NUMBER 855, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, SAID TRACT BEING A PORTION OF THE TRACT DESCRIBED IN THE DEED TO ROBERT A. BALEKIAN AND WIFE, JANET I. BALEKIAN RECORDED IN VOLUME 1170, PAGE 254 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; THE SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

1. BEGINNING AT A MAG NAIL WITH A METAL WHEEL STAMPED "PHE LAND SURVEYING" SET ON THE WEST LINE OF THE TRACT DESCRIBED IN THE DEED TO ROBERT A. BALEKIAN AND WIFE, JANET I. BALEKIAN RECORDED IN VOLUME 1170, PAGE 254 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (IN LUSK LAND), FROM WHICH AN "X" IN CONCRETE FOUND AT THE NORTHWEST CORNER OF THE SAID BALEKIAN TRACT BEARS NORTH TO DEGREES 55 MINUTES 48 SECONDS WEST, A DISTANCE OF 723.63 FEET; THENCE THROUGH THE INTERIOR OF BALEKIAN TRACT, THE FOLLOWING CALLS:

1. SOUTH 77 DEGREES 25 MINUTES 5 SECONDS EAST, A DISTANCE OF 430.98 FEET TO THE SETTING 1/2" X 1/2" CAPPED REBAR

2. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 143.23 FEET TO A SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";
3. SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, AT A DISTANCE OF 16.84 FEET PASSING A SET 1/2-INCH REBAR STAMPED "JPH LAND SURVEYING";
4. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS EAST, CONTINUING IN ALL, A DISTANCE OF 77.14 FEET TO SET 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";
5. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 122.00 FEET TO 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET ON THE NORTH LINE OF THE TRACT DESCRIBED IN THE FINAL JUDGEMENT IN ABSENCE OF OBJECTION TO DENOTON COUNTY RECORDED UNDER INSTRUMENT NUMBER 2011-119889 OF THE OFFICIAL PUBLIC RECORDS OF DENOTON COUNTY, TEXAS (NORTH LINE OF CROSS TIMBERS ROAD), FROM WHICH A XYLOID ROD OF WOOD WITH ALUMINUM CAP (TYPE 1) FOUND AT AN ANGULAR POINT IN NORTH LINE OF TRACT DESCRIBED ON COUNTY TRACT BEARS SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 119.90 FEET;
6. THENCE NORTH 77 DEGREES 25 MINUTES 54 SECONDS WEST, WITH THE NORTH LINE OF THE DENOTON COUNTY TRACT, A DISTANCE OF 375.21 FEET TO 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" AT AN ANGLE POINT;
7. THENCE NORTH 15 DEGREES 19 MINUTES 21 SECONDS WEST, CONTINUING WITH THE NORTH LINE OF THE DENOTON COUNTY TRACT, A DISTANCE OF 19.00 FEET TO AN IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGULAR POINT AT THE MOST NORTHEAST CORNER OF THE TRACT DESCRIBED IN INSTRUMENT NO. 2011-119889; AND
8. THENCE NORTH 15 DEGREES 19 MINUTES 21 SECONDS WEST, CONTINUING WITH THE NORTH LINE OF THE DENOTON COUNTY TRACT, A DISTANCE OF 23.78 FEET TO A MAGNAG LANT WITH A METAL WASHER STAMPED "JPH LAND SURVEYING" SET AT THE NORTHWEST CORNER OF THE DENOTON COUNTY TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 48 SECONDS WEST, WITH THE SAID WEST LINE OF THE BAILEIAN TRACT, A DISTANCE OF 22.62 FEET RETURNING TO THE POINT OF BEGINNING AND ENCLOSING 2,449.98 ACRES (CENTRAL ZONE);
9. THENCE NORTH 00 DEGREE 55 MINUTE 48 SECOND WEST, BASED ON GRID NORTH PER THE TEXAS COORDINATE SYSTEM GCS 1983, A DISTANCE OF 23.78 FEET TO A MAGNAG LANT WITH A METAL WASHER STAMPED "JPH LAND SURVEYING" SET AT THE NORTHWEST CORNER OF THE DENOTON COUNTY TRACT.



VICINITY MAP

LEGEND

---	-	PROPOSED	PROPERTY LINE
Δ	-	PROPOSED	PROPERTY CORNER
	-	TRACT 1	
	-	TRACT 2	

NOTES:

1. THE PROJECT SITE IS LOCATED IN DENTON COUNTY, TX.
2. THIS EXHIBIT WAS PREPARED BY THE PROJECT ENGINEER, CARLSON CONSULTING ENGINEERS, INC.

MASTER PLAN FEATURES	
LAND USE PLAN	ESTATE RESIDENTIAL WITHIN THE CROSS TIMBERS PROTECTION AREA
SPECIFIC PLAN	THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC AREA PLAN
URBAN DESIGN PLANS	THE PROJECT IS NOT LOCATED WITHIN AN URBAN DESIGN PLAN
PARKS & TRAILS	15' EQUESTRIAN TRAIL ALONG CROSS TIMBERS RD. (FM 1171), 8' FUTURE CITY BIKE ALONG LUSK LN.
THOROUGHFARE PLAN	FM 1171 – MAJOR ARTERIAL, LUSK LN. – RURAL COLLECTOR
WATER PLAN	20" MAIN ON NORTH SIDE OF FM 1171, 20" MAIN ON EAST SIDE OF LUSK LN. EXISTING 12" MAIN EAST SIDE OF LUSK LN.
WASTEWATER PLAN	LONG PRAIRIE SERVICE AREA. 8" MAIN ON SOUTH SIDE OF HACKBERRY RD. IN SADDLEWOOD SUBDIVISION TO THE EAST
ECONOMIC IMPACT	EXPANSION OF COMMERCIAL TAX BASE AND INCREASED SALES TAX REVENUE

OWNER:
JANET I. BALEKIAN
5100 CROSS TIMBERS RD.
FLOWER MOUND, TX

LB FLOWER MOUND, LLC
2521 FAIRMOUNT ST
DALLAS, TX

ARCHITECT:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.narr.com

NOIR

DEVELOPER:



**ORANGE
DEVELOPMENT**
1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

APPLICANT:

ENGINEER:



DATE REVISED : 7/16/18

DATE REVISED : 6/20/18

DATE PREPARED: 5/21/18

From: "Rivera, Randi" <
Date: October 31, 2018 at 4:31:48 PM CDT
To: Tommy Dalton <tommy.dalton@flower-mound.com>, Richard Brown <richard.brown@flower-mound.com>
Cc: "Dollak, Bobby" <Donn Fizer <DavidBarnett <
Subject: CVS MPA18-0004 and ZPD18-0004

Richard and Tommy,

On behalf of Orange Development, we respectfully request to table/postpone the Master Plan Amendment and Zoning Change Request for the above mentioned CVS project from the Town Council meeting on Monday, Nov. 5th, 2018. We would like to have additional time to discuss this project with the adjacent neighborhood.

Please let us know if you need anything else to complete this request.

Thank you,

Randi

Randi L. Rivera, AICP | Director, Planning + Entitlement

G&A | McAdams

111 Hillside Drive, Lewisville, TX 75057

office 972. 436. 9712 x640 | direct 469. 312. 0381



G&A has joined McAdams! Learn more [here](#).



TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: November 5, 2018

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for rezoning (ZPD18-0004 – Balekian Addition / CVS) from Agricultural District (A) to Planned Development District No. 164 (PD-164) with Single-Family Estate District (SF-E) and Retail District-1 (R-1) uses, with certain modifications and exceptions to the Code of Ordinances and to consider adopting an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$35,481.60 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$15,268.00. The property is generally located north of Cross Timbers Road and east of Lusk Lane. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its October 22, 2018 meeting.)***

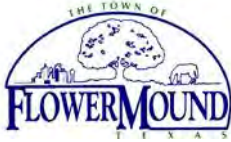
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. The Applicant has requested this item be postponed in order to allow the Developer additional time to discuss the project with the adjacent neighborhood. Given the applicant has not provided a date in which this can be accomplished, the proposed subsequent action of Council is to postpone this item indefinitely, which includes the public hearing. As a result of that action the Town will need to re-notice for the public hearing at a future date to be determined and the public hearing will be held at that time.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Applicant request for postpone

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

DRAFT MOTION: Move to postpone the request for rezoning (ZPD18-0004 – Balekian Addition / CVS) indefinitely.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: October 22, 2018

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for rezoning (ZPD18-0004 – Balekian Addition / CVS) from Agricultural District (A) to Planned Development District No. 164 (PD-164) with Single-Family Estate District (SF-E) and Retail District-1 (R-1) uses, with certain modifications and exceptions to the Code of Ordinances. The property is generally located north of Cross Timbers Road and east of Lusk Lane.

I. ITEM SUMMARY

This application has been reviewed by DRC and determined to be ready for consideration by the Planning and Zoning Commission. There are exceptions to the Town's regulations which necessitate special consideration by the Commission (see Application Analysis below).

The project has a companion application, Master Plan Amendment (MPA18-0004), for consideration on the same agenda. Approval of the rezoning request for the Tract 1 portion of the development is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

As a matter of reference, an application for a Master Plan Amendment from Estate Residential to Retail and an application for a Zoning Planned Development with Retail uses were considered by the Planning and Zoning Commission on [March 26, 2018](#), and by the Town Council on [April 16, 2018](#). Please note these applications applied to what is known as Tract 1 within this application. After a recommendation of denial by the Planning and Zoning Commission, the Town Council denied both applications. The above referenced links to the respective public hearings may be accessed to review the details.

The request site consists of approximately 24.548 acres and will be divided into two tracts:

Tract 1 - Approximately 2.481 acres to be developed under the Retail District-1 (R-1) standards. The Tract 1 conceptual site plan proposes development of a 14,612 square foot drug store and pharmacy with a drive-thru window. Access to the tract will include one point of ingress/egress along the east line of Lusk Lane and one along the north line of Cross Timbers Road. It should be noted the latter will access from a future right-of-way dedication for a street that will serve the Tract 2 portion described in the next paragraph.

Tract 2 – Approximately 22.079 acres to be developed with single-family uses developed under the Single-Family Estate District (SF-E). The attached conceptual site plan proposes 11 buildable lots and six x-lots. Two of the proposed x-lots will each contain an existing stock pond, which will accommodate drainage from storm water runoff. Access will be provided from Cross Timbers Road, Lusk Lane, and two points along the tract's eastern line: 1) Pacer Way, and 2) Hackamore Road.

Additionally, the entire site is currently master-planned as Estate Residential within the Cross Timbers Protection Area (CTPA).

The CTPA parallels the land use designation for property within the area by establishing a sensitivity to incorporate the environmental character. It should be noted the Master Plan does not establish specific standards to identify and protect the trees within the CTPA, however, the Town's Tree Ordinance does possess regulations to encourage the incorporation of these native trees. With respect to this application:

Tract 1- One specimen Blackjack Oak (33.3 caliper inches) which will be retained as part of the street yard along Cross Timbers Road. Additionally, other native trees will remain and are generally located within the street yard along Lusk Lane [see Conceptual Landscape Plan, Attachment B(1)].

Tract 2-Four specimen Post Oaks, ranging from 24-40 caliper inches each, are found on what is called out as Lot 1 on the Conceptual Site Plan. The tree survey notes these trees will remain, however it should be noted that a future builder or homeowner may remove any and all of these trees, subject to a tree removal permit approved by the Environmental Conservation Commission.

The request site is largely undeveloped with the exception of a single family dwelling along with various accessory structures that is situated within Tract 2. This tract wraps the Tract 1 portion of the request site, which is proposed to provide for the above-referenced pharmacy with drive-thru window. The eastern portion of Tract 2 has been utilized for operation of the Pumpkin Patch and Christmas tree sales lot for many years. These two uses will continue to be permitted, subject to the specific provisions as provided for in the draft development standards [see Attachment B(2)].

The surrounding properties include development of residential uses to the north and east. Responsive Educational Solutions (RES Flower Mound) recently received site plan approval for a new elementary and secondary school campus and supporting facilities, with a future phase for a high school on property in the southeast quadrant of Cross Timbers Road and Flower Mound Road. The southwest corner of Cross Timbers Road and Flower Mound Road is expected to develop with a church, with the northwest corner of Cross Timbers Road and Lusk Lane still undeveloped. Both corners are zoned Agricultural District.

The Tract 1 conceptual landscape plan provides for required landscape buffers along both street frontages, street yard landscaping, and parking lot trees. The tree survey provided by the applicant identifies 24 protected trees and one specimen tree (33.3 caliper inch Blackjack Oak), the latter to be retained along with six protected trees [see Conceptual Landscape Plan, Attachment B(1)]. Tract 2 provides for required perimeter screening, a Lusk Lane street buffer, and fencing detail for the proposed x-lots.

III. REQUESTED MODIFICATIONS

As a component of the request, the applicant is requesting one modification for Tract 1:

TOWN STANDARD	TRACT 1 AS REQUIRED IN THE R-1 DISTRICT	TRACT 2 AS REQUIRED IN THE SF-E DISTRICT	EXISTING AGRICULTURAL DISTRICT
MINIMUM LOT AREA	NO MINIMUM	1 ACRE	2 ACRES
MINIMUM LOT WIDTH	NO MINIMUM	150 FEET	200 FEET
MINIMUM FLOOR AREA/DWELLING UNIT	NO MINIMUM	2,400 SF	1,800 SF
MINIMUM FRONT YARD	NO MINIMUM	40 FEET	40 FEET
MINIMUM SIDE YARD	NO MINIMUM	20 FEET	25 FEET
MINIMUM REAR YARD	15 FEET	20 FEET	20 FEET
MAXIMUM LOT COVERAGE	50 PERCENT	25 PERCENT	25 PERCENT
FLOOR AREA RATIO	NO MAXIMUM	NO MAXIMUM	NO MAXIMUM
MAXIMUM STORIES/ HEIGHT	2* STORIES/35 FEET *APPLICANT REQUESTING 3 STORIES	3 STORIES/35 FEET	3 STORIES/35 FEET

A. Exception to Section 82-302 Compatibility Buffer-Tract 1

A landscape buffer shall be located on the site of the nonresidential use along all property lines adjacent to an existing residential use or zoning, or designated for residential use on the comprehensive master plan. Tract 1's northern and eastern adjacency are currently zoned an Agricultural District [this application is requesting a rezoning to Single-Family Estate (SF-E)], both of which are considered a residential zoning district.

A brick wall or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Such walls shall have no vehicular access point into or from an alley and shall be a minimum of six feet in height, except that the first 25 feet in from the street line may be stepped down to a minimum height of four feet. For nonresidential development (except for churches or schools), the landscaped setback shall consist of a minimum 25-foot landscaped buffer. Understory plants shall be provided in order to achieve a continuous dense six-foot screen. Native shade trees, a minimum of three-inch caliper each, shall be provided at a ratio of one tree per 400 square feet of buffer area.

The applicant is requesting a ten-foot-wide compatibility buffer along both the northern and eastern property lines.

B. Exception to Section 82-303 Compatibility Setback-Tract 1

One-story, nonresidential or multifamily buildings, main or accessory, shall be set back from the property adjacent to an existing or proposed residential use 60 feet. Nonresidential or multifamily buildings, more than one story, main or accessory, shall be set back from the property line adjacent to an existing or proposed residential use five feet for every one foot of building height. As noted above (Compatibility Buffer exception) the zoning of the property to the north and east requires a compatibility setback.

The applicant is complying with the compatibility setback from the eastern property line, while the proposed setback from the northern property line is 35 feet in lieu of the required 60 feet.

Refer to the applicant's letter of intent [Attachment A(2)] for an explanation of both referenced exceptions.

C. Urban Design Plan-Roofs and Parapets-Tract 1

12.1. Roofs of non-residential buildings 15,000 square feet or less are to reflect hip and/or gable styles that replicate residential scale and pitch. In designing a residential scaled roof for non-residential buildings 15,000 square feet or less, the goal shall be a roof that provides for characteristic roof pitches/slopes of residential homes in the Town of Flower Mound (6/12 to 9/12 slope) and high steeply-pitched and/or expansive roof pitches/slopes shall be avoided. The Town Council may approve, upon recommendation from the Planning and Zoning Commission a waiver to this request for individual projects. Such requests should only be contemplated in areas that are not adjacent to residences, are part of large scale developments, and provide architectural detail to soften the appearance of large, tall vertical walls.

Parks Board

On [September 6, 2018](#), the Parks Board voted to recommend acceptance of cash in lieu of land of \$35,481.60 in the place of otherwise required Park Land dedication and Park Development Fees in the amount of \$15,268. The Town Council will consider this during its public hearing for the request.

IV. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all rezoning requests. At the time this report was written, the Town had received no pieces of correspondence in support and 13 pieces of correspondence in opposition to the request. All correspondence was sent directly to the Planning and Zoning Commission according to the new public communication process.

V. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

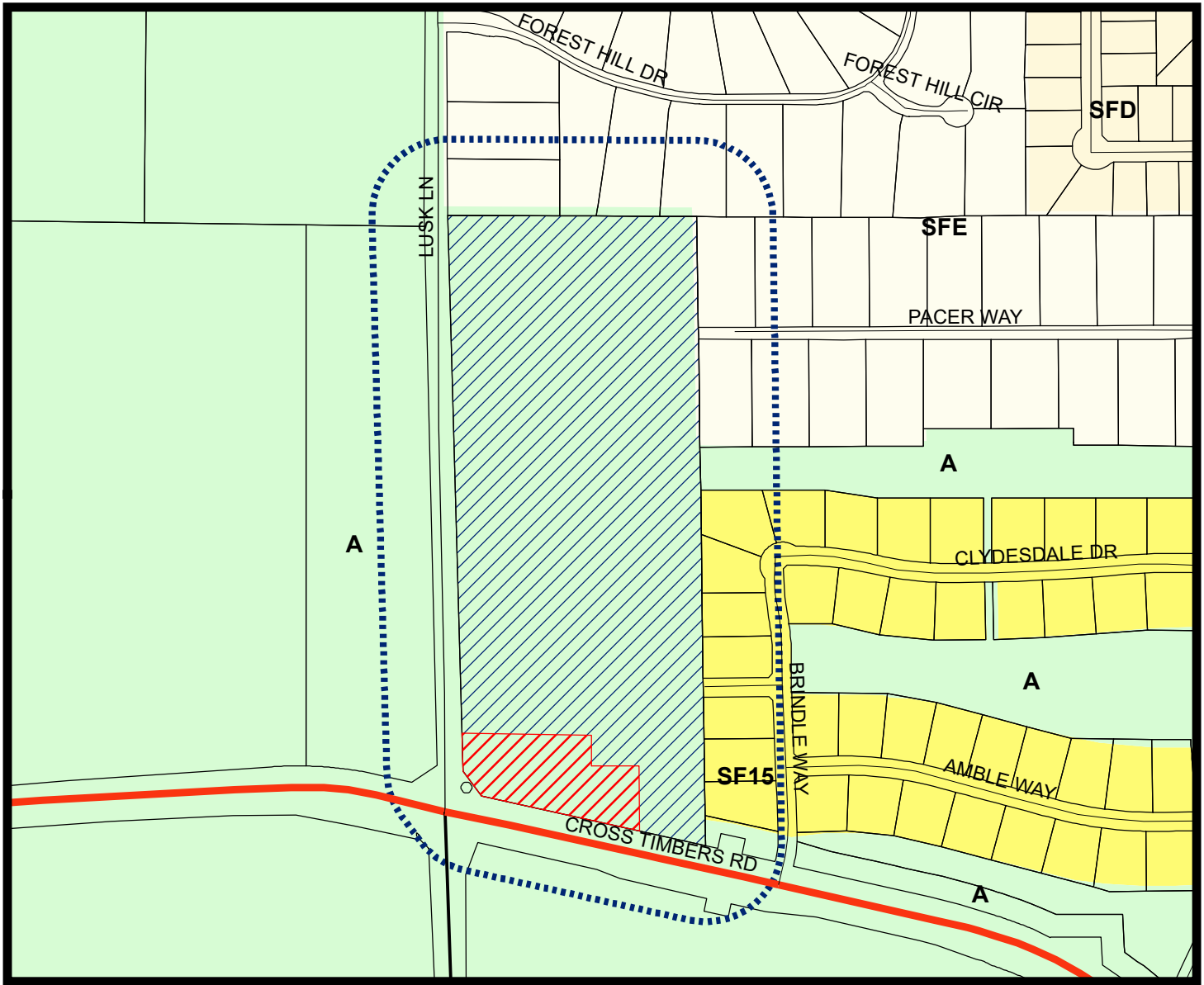
B. Application Details

1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards



Vicinity Map

Reference Project: MPA18-0004 & ZPD18-0004



LEGEND

Agriculture
 Single Family 15
 Single Family Density
 Single Family Estate



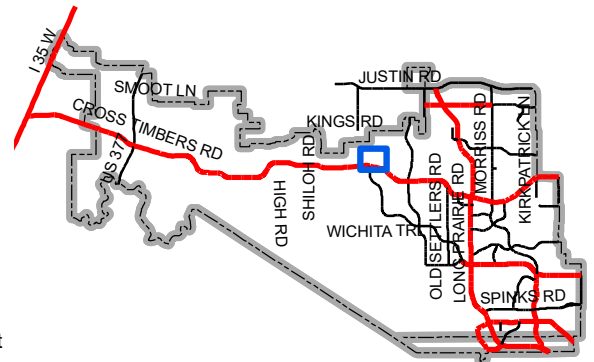
Subject Property - Commercial



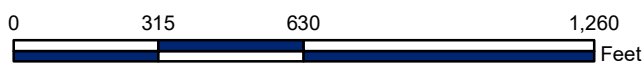
Subject Property - Residential



200 ft Notification Buffer around Property



Map Location



June 20, 2018

Mr. Richard Brown
Senior Planner
Town of Flower Mound
2121 Cross Timbers Rd.
Flower Mound, TX 75022

RE: Balekian Addition
Letter of Intent
5100 Cross Timbers Rd.

Dear Mr. Brown,

On behalf of Janet Balekian, LB Flower Mound, LLC and CVS Pharmacy Inc., please accept this letter intent describing the applications for Master Plan Amendment and Zoning Planned Development for the property located at 5100 Cross Timbers Rd. (FM 1171). The purpose of this application is to amend the existing land use of the Town of Flower Mound Master Plan from Cross Timbers Protection Area, Estate Residential, to retail in order to accommodate a proposed CVS pharmacy. In conjunction, we request a change to the existing zoning district from Agricultural to Planned Development with a base zoning of Retail – 1 (R-1) for the 2.481 acre portion of the property for the proposed CVS pharmacy (Tract 1), and a change to the existing zoning district from Agricultural to Planned Development with a base zoning of Single Family Estate Residential for the remaining 22.067 acres of the property (Tract 2).

The project site encompasses 24.548 acres and is located at the northeast corner of Cross Timbers Rd. and Lusk Ln. on the property owned by Janet Balekian and LB Flower Mound, LLC. The proposed CVS pharmacy will be located between Ms. Balekian's current residence and Cross Timbers Rd. near the intersection. She will continue to reside at her home and operate the pumpkin patch and Christmas tree farm seasonally. Ms. Balekian has no plans to further subdivide or develop the remainder of her property in additional phases at this time but as part of this application requests to a change the existing zoning district from Agricultural to Planned Development with a base zoning of Single Family Estate Residential for the remaining 22.067 acres of the property. If her property is developed at some point in the future, we have provided opportunities for cross access and utility connections to ensure adequate infrastructure would be available.

Several large Post Oak and Blackjack Oak trees onsite will be preserved as encouraged by the Cross Timbers Area Plan to "preserve the country atmosphere and natural environment" of Flower Mound. Open space and site amenities include a circular raised planter, brick-patterned sidewalks, bicycle racks, pedestrian benches, and stone column and retaining wall features.

Enhanced landscaping, rural style 3-rail fence, and an equestrian trail will be installed along Cross Timbers Rd. to further the environment goals of the Master Plan.

The Master Plan Amendment request to a Retail Land Use Designation is an appropriate use for this property due to the changing character of the intersection of Cross Timbers Road and Flower Mound Road/Lusk Lane. A Master Plan Amendment request was recently approved for the property directly across Cross Timbers Road for a school campus, known as RES Flower Mound, with grades Kindergarten through 12th. This was approved by the Town Council in the Summer of 2017. Additionally, St. Philip Catholic Church has acquired the property on the Southwest corner of the intersection in order to construct a new church facility since they have outgrown their current location on the east side of Town. With these new developments, the character and dynamics of this intersection have changed and will no longer consist of agricultural land. Furthermore, the intersection will serve as a gateway entrance into the developed areas of Town when coming from the west – it is where the edge of development meets the rural areas as the land uses transition from ranches to neighborhoods.

This location is also critical to serve the immediate area since these properties are located on the edge of the Cross Timbers Conservation Development District (CTCDD). Essentially, there is a 4-mile stretch along Cross Timbers Road with the CTCDD that will not be developed into any other use except low density residential neighborhoods. With limited neighborhood services in this area, the residents are currently underserved and our data indicates there is a demand for this use.

The type of architecture for this CVS is a unique design that was created specifically for this location in order to fit into the rural context of this part of the community. The Conceptual Elevations show architectural elements that are indicative of equestrian ranch structures. Influenced by the large porches that are typical in ranch architecture, canopies that extend beyond the building plane at entrances and building corners are proposed to capture the charm of this style. The building's architecture utilizes rich materials including, masonry, stone, glass, standing seam metal and a fiber cement board, which not only fit in with the surrounding architecture but are durable and will stand the test of time. The columns are tapered into a 4'x4' stone base. The use of the humanistic elements, such as canopies, contribute not only to the architectural style, but also help minimize the massing of the building to be human-scaled as encouraged in the Town's Urban Design Plan (UDP).

The UDP also requires that building less than 15,000 square feet in size have a pitched roof. Since this building area is 14,612 square feet and does not include a fully pitched roof, it would not meet this requirement and we respectfully request an exception as part of this PD application. As stated above, the architectural style was designed specifically for this building and therefore we believe it is exceptional design quality and will be a desirable addition to the Town. With the inclusion of several pitched roof elements, such as the canopies and tower feature, we believe the proposed building style fulfills the intent of the pitched roof requirement – which is to have the

appearance of residential roof style when adjacent to residential uses and to screen the rooftop equipment.

Additionally, as part of this request the following exceptions to the residential compatibility standards, Chapter 82, Article V, Division 4 of the Land Development Regulations, are proposed for Tract 1 for a pharmacy use:

	Town Standard	Planned Dev. Standard
Compatibility Buffer	25'	10'
Compatibility Setback	60'	35' north

The abutting residential property owner, Ms. Balekian, has consented to these changes to the regulations. A masonry wall and buffer landscaping will be installed along the common property line consistent with the Development Regulations.

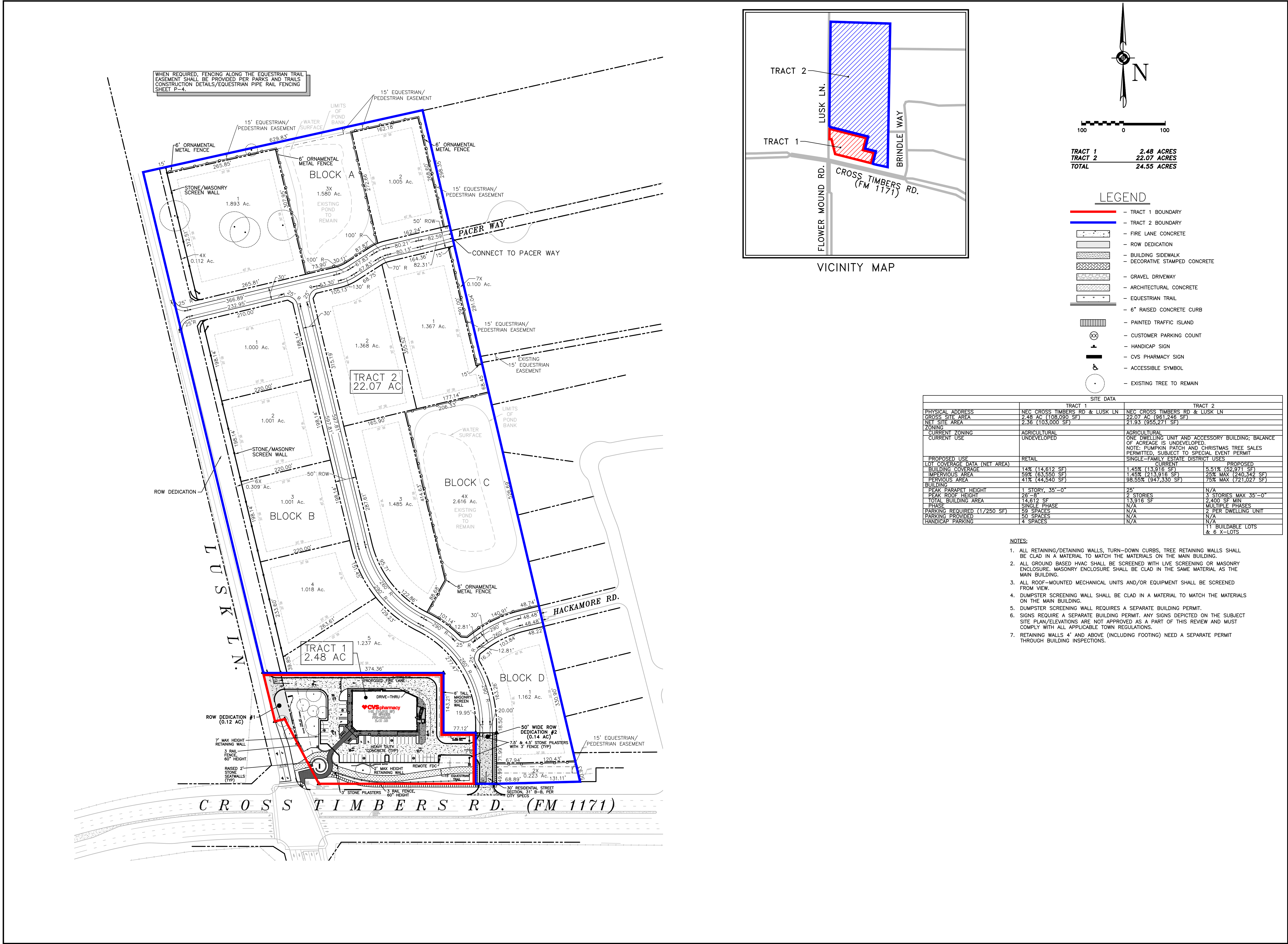
To accommodate future access to the remaining Balekian tract 0.14 acres of ROW, 50' wide, will be dedicated by subdivision plat. The plat will be submitted to the Town of Flower Mound for review following completion of the current MPA and ZPD proposals. A 30' residential street section, 31' B-B, will be constructed within this ROW per Town of Flower Mound standards. An additional 0.12 acres of ROW will be dedicated along Lusk Ln. to provide the required street ROW width per Town requirements. The total gross acreage of the site is 2.62 acres and the total net acreage, following the 0.14 acre and 0.12 acre ROW dedications, will be 2.36 acres.

If you have any questions on this application, or need anything else please feel free to contact me at (901) 384-0404 or email davidbarnett@carlsonconsulting.net.

Sincerely,



David Barnett - Carlson Consulting Engineers



14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com

NORR
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:

CARLSON
CONSULTING
ENGINEERS, INC.

7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:

ORANGE
DEVELOPMENT

1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

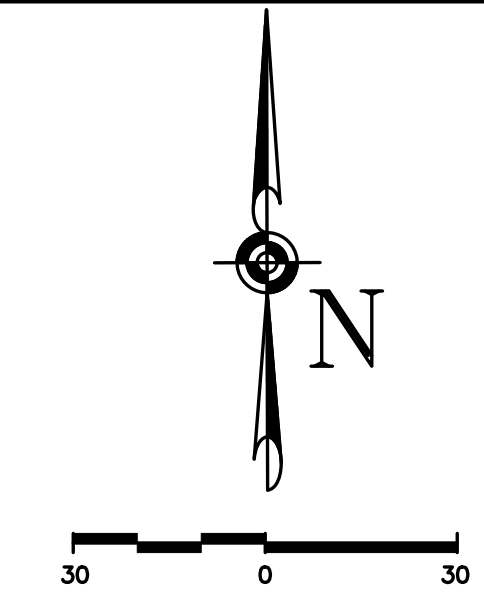
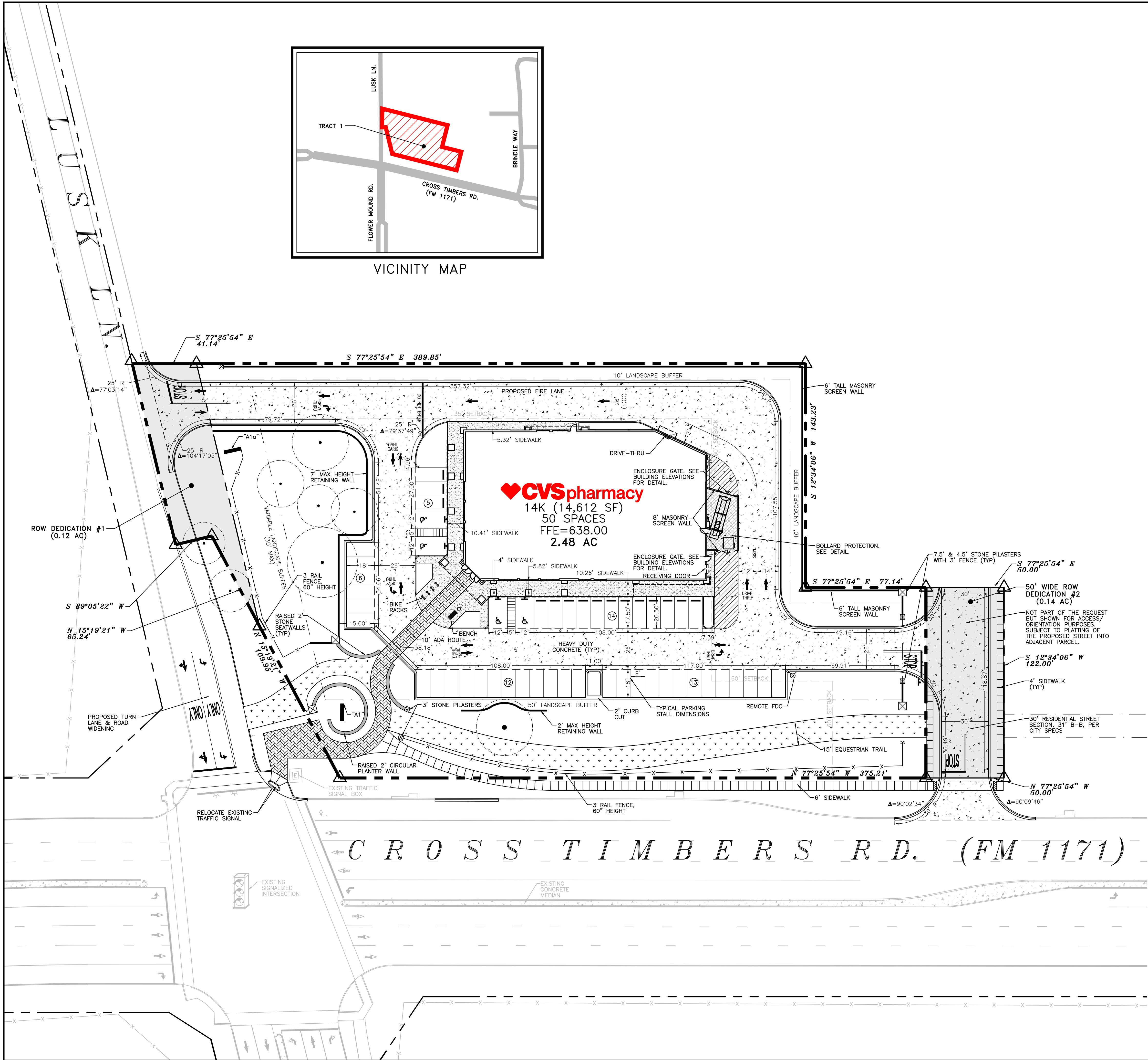
JOB NUMBER: N/A

TITLE: CONCEPTUAL
SITE PLAN

SHEET NUMBER:

4 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



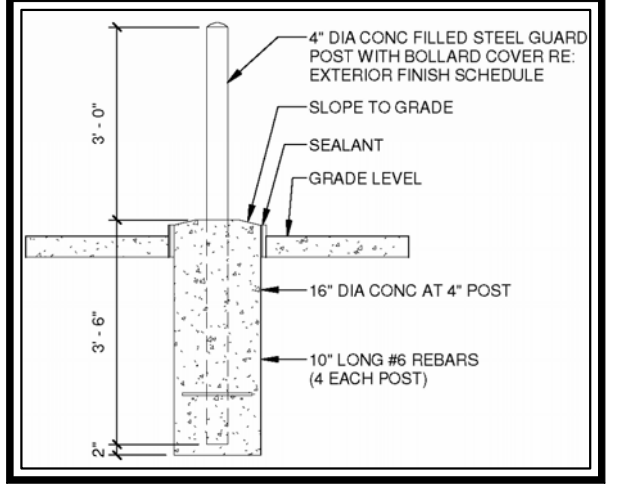
TRACT 1	2.48 ACRES
TRACT 2	22.07 ACRES
TOTAL	24.55 ACRES

LEGEND

- PROPERTY LINE
- FIRE LANE CONCRETE
- ROW DEDICATION
- BUILDING SIDEWALK
- DECORATIVE STAMPED CONCRETE
- GRAVEL DRIVEWAY
- ARCHITECTURAL CONCRETE
- EQUESTRIAN TRAIL
- 6" RAISED CONCRETE CURB
- PAINTED TRAFFIC ISLAND
- CUSTOMER PARKING COUNT
- SIGN
- CVS PHARMACY SIGN
- ACCESSIBLE SYMBOL
- EXISTING TREE TO REMAIN

SITE DATA TABLE	
PHYSICAL ADDRESS	NEC CROSS TIMBERS RD & LUSK LN
GROSS SITE AREA	2.48 ACRES (108,090 SF)
NET SITE AREA	2.36 ACRES (103,000 SF)
ZONING	AGRICULTURAL
CURRENT ZONING	UNDVELOPED
PROPOSED USE	RETAIL
LOT COVERAGE DATA (NET AREA)	
BUILDING COVERAGE	14% (14,612 SF)
IMPERVIOUS AREA	59% (63,550 SF)
PERVIOUS AREA	41% (44,540 SF)
BUILDING	
PEAK PARAPET HEIGHT	35'-0"
PEAK ROOF HEIGHT	26'-8"
TOTAL BUILDING AREA	14,612 SF
PHASE	SINGLE PHASE
PARKING REQUIRED (17,250 SF)	50 SPACES
HANDICAP PARKING	4 SPACES

- NOTES:**
- ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 - ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
 - ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
 - DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
 - DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
 - SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.
 - RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) NEED A SEPARATE PERMIT THROUGH BUILDING INSPECTIONS.



DUMPSTER ENCLOSURE BOLLARD PROTECTION
SCALE: NTS

CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES, APPURTENANCES AND IMPROVEMENTS WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907
NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

**PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE**

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
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CONSULTANT:

**CARLSON
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7068 Ledgestone Commons
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Phone (901) 384-0404
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1200 CORPORATE DRIVE
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SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

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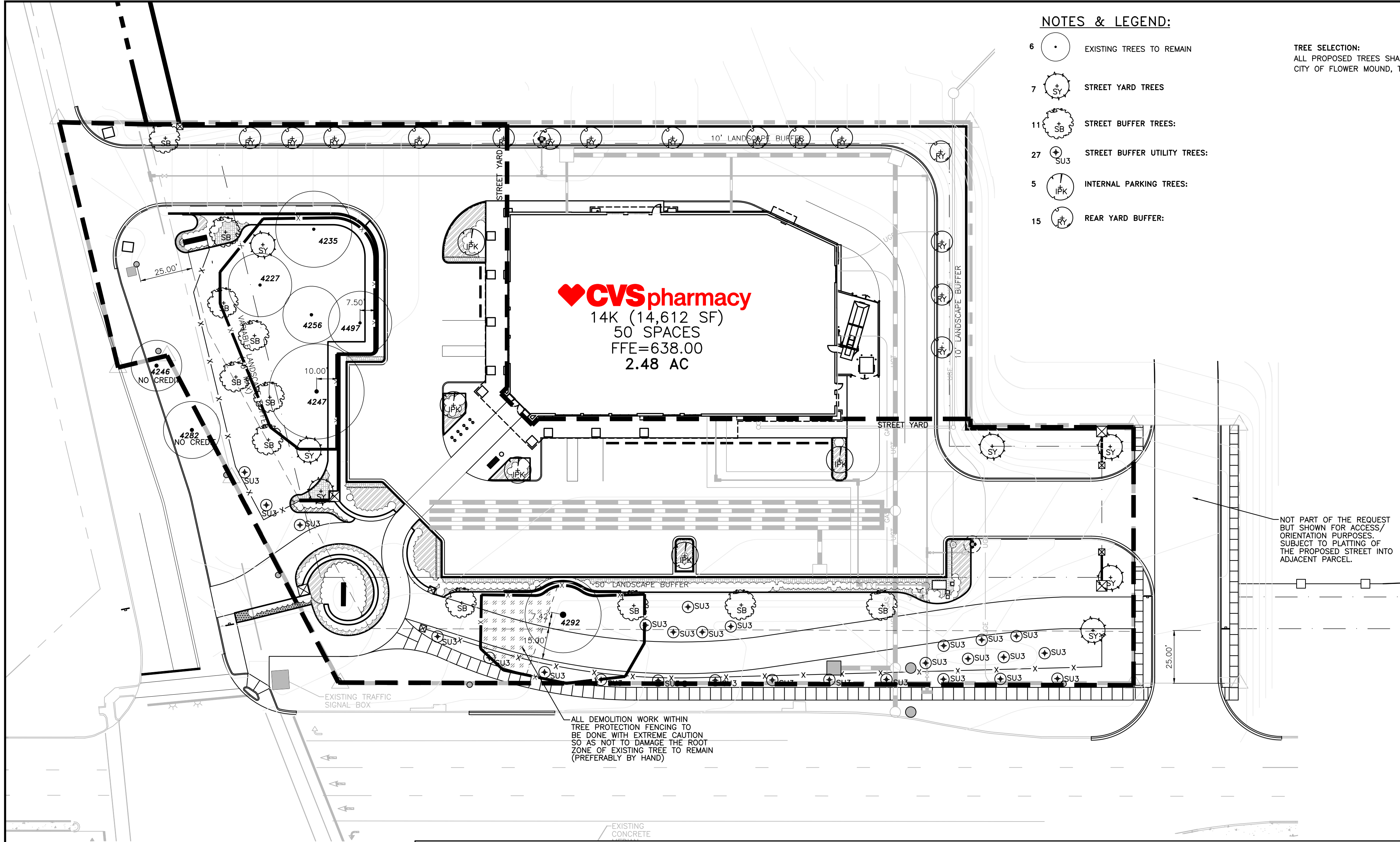
DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE: **TRACT 1 CONCEPTUAL
SITE PLAN**

SHEET NUMBER:

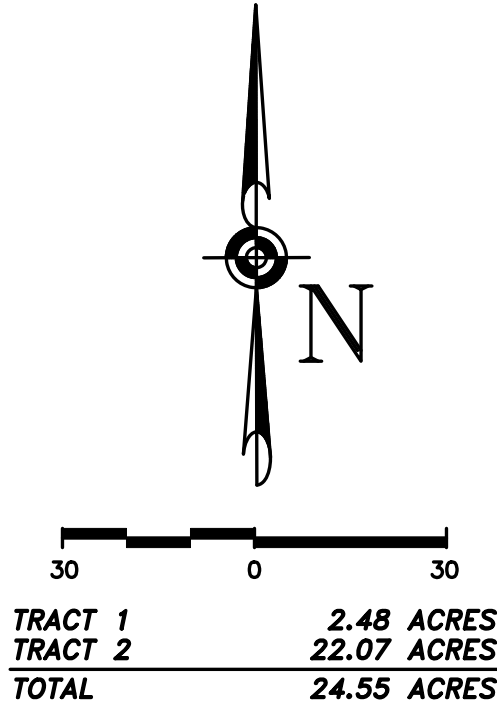




NOTES & LEGEND:

- 6 EXISTING TREES TO REMAIN
- 7 STREET YARD TREES
- 11 STREET BUFFER TREES:
- 27 STREET BUFFER UTILITY TREES:
- 5 INTERNAL PARKING TREES:
- 15 REAR YARD BUFFER:

TREE SELECTION:
ALL PROPOSED TREES SHALL BE SELECTED FROM THE CITY OF FLOWER MOUND, TX APPROVED PLANT LISTS.



TRACT 1 LANDSCAPE TABULATION CHART

STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	72,256 S.F.	14,451 S.F.	39,340 S.F. OR 54%
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
10,000 TO 110,000 S.F. = 10 FOR 131 10,000SF + 1 PER 2,500SF OF BAL.	72,256 S.F.	36 TREES	36 TREES
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
CROSS TIMBERS RD. FM 1171	50'	50'	
LUSK LN.	15'	15' TO 30'	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	CROSS TIMBERS RD. FM 1171 = 375 LF	13 TREES	1 EXISTING TREES 4 LARGE CANOPY TREES 8 (24 UTILITY TREES @ 3:1) 13 TREE UNITS PROVIDED
1 PER 30 L.F.	LUSK LN. = 253 LF	8 TREES	7 LARGE CANOPY TREES 1 (3 UTILITY TREES @ 3:1) 8 TREE UNITS PROVIDED
PARKING AREA LANDSCAPING			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	50	375 S.F.	945 S.F.
PARKING AREA TREES			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	50	5 TREES	5 TREES

ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE.

PROTECTION MEASURES IN BOTH A "CUT" AND "FILL" SITUATION: TREE TO REMAIN - EXISTING SIGNIFICANT TREE

- PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE, THE GENERAL CONTRACTOR SHALL CONTACT:

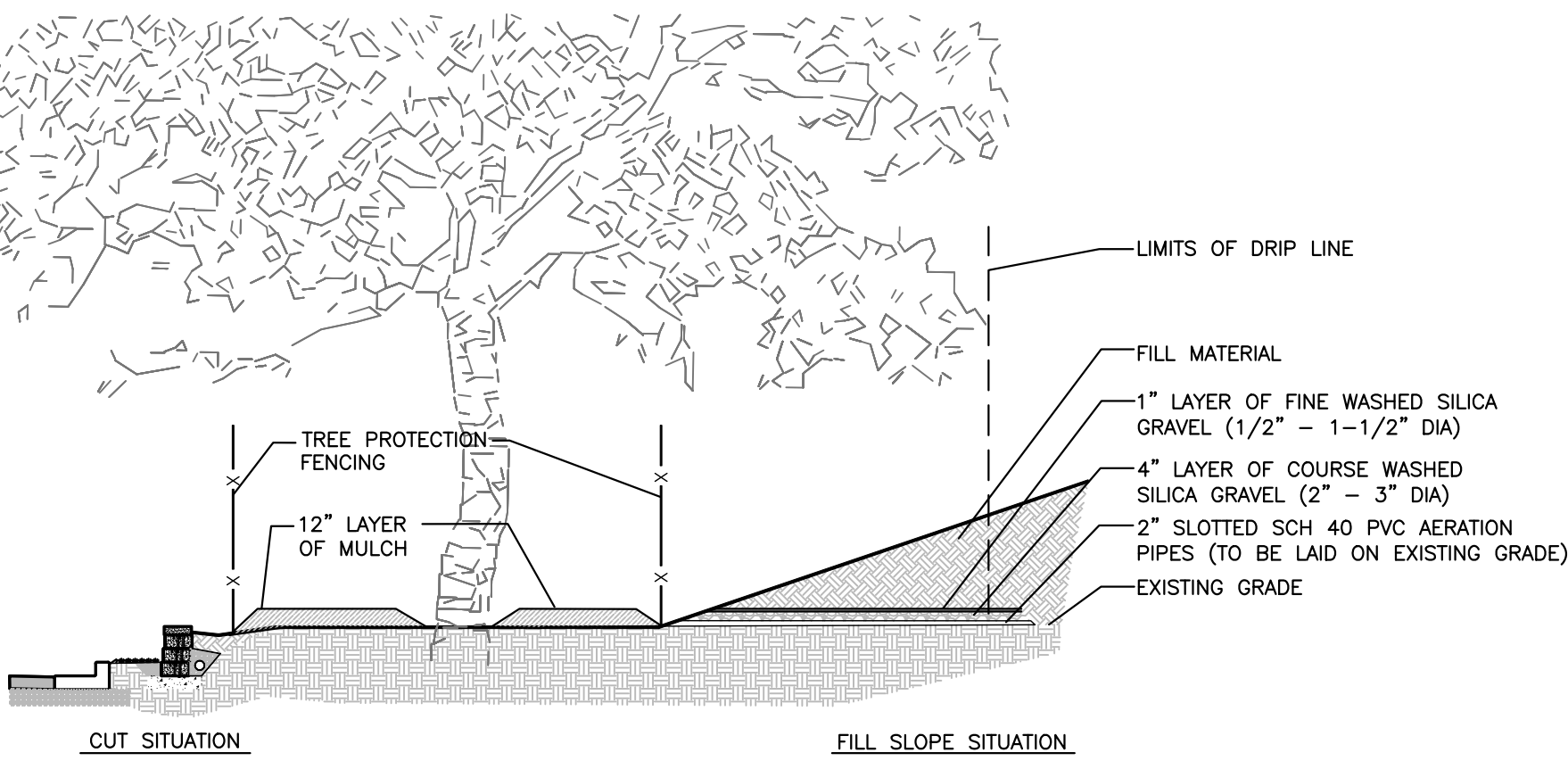
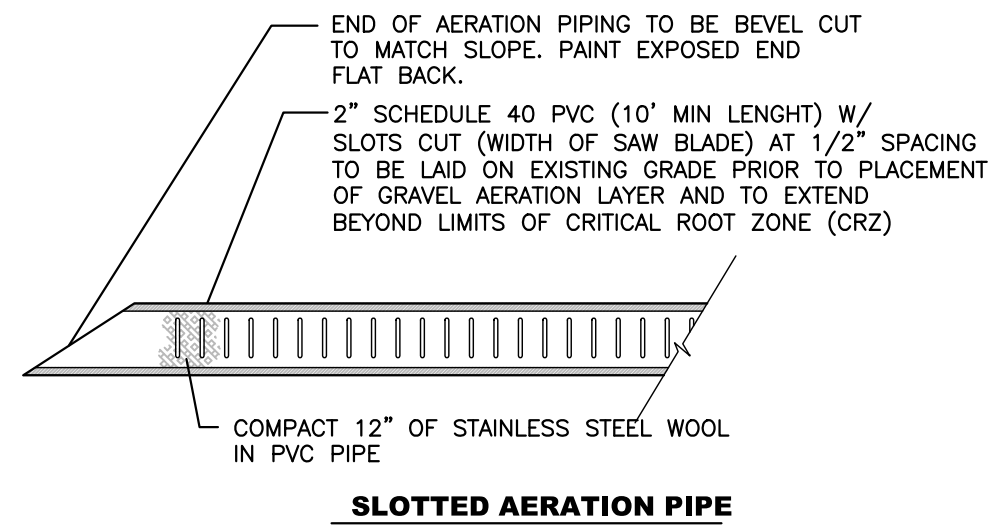
FULGHAM'S INC. - TREE PRESERVATION
P.O. BOX 3187 1-800-316-6630 OFFICE
TUPELO, MS 38803 1-662-844-6191 FAX
sales@nationaltreepreservation.com 1-662-231-0210 CELL

- FOR THE INITIAL TREATMENT OF THE GROUND WITHIN THE CRITICAL ROOT AREA OF THE TREE, THIS SHALL BE FERTILIZED WITH A PHOSPHORUS RICH FERTILIZER (AS PER SOIL TESTS RECOMMENDATIONS) IN PREPARATION FOR ROOT DISTURBANCE AND HAVE THE AREA WITHIN THE CRITICAL ROOT ZONE AERATED BY MEANS OF A SUBTERRANEAN DEEP-ROOT AERATION AND TREATED WITH A MINERAL, VITAMIN, HORMONE, AND MYCORRHIZAL FUNGI MIXTURE. THIS PROCESS SHALL BE REPEATED ON A REGULAR 6 MONTH CYCLE THROUGHOUT THE DURATION OF THE CONSTRUCTION.
- THE TREE SHALL BE ROOT PRUNED ON THE SIDE OF THE TREE THAT CONSTRUCTION IS TO TAKE PLACE, AND SHALL HAVE ANY DEAD OR BROKEN BRANCHES PRUNED FROM THE CANOPY BY FULGHAM'S INC. OR CERTIFIED ARBORIST.
- TREE PROTECTION FENCING SHALL BE INSTALLED AND A 12" LAYER OF SHREDDED HARDWOOD SHALL BE PLACED OVER THE CRITICAL ROOT AREA OF THE TREE. NOTE: CARE SHALL BE TAKEN NOT TO MOUND MULCH AGAINST THE TRUNK OF THE TREE.
- NO CONSTRUCTION ACTIVITIES, EQUIPMENT, OR MATERIALS SHALL BE STORED OR TAKE PLACE INSIDE THE TREE PROTECTION FENCING.
- TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, TREE ROOTS SHALL NOT BE CUT BUT TRENCH SHALL BE TUNNELED UNDER OR AROUND ROOTS BY CAREFUL HAND DIGGING WITHOUT INJURY TO ROOTS.
- IN A CUT SITUATION, ALL MAJOR ROOTS OF THE TREE (2" AND LARGER) SHALL BE EXCAVATED BY HAND, CUT WITH A SHARP INSTRUMENT PRIOR TO FURTHER EXCAVATION TAKING PLACE. THIS WORK SHALL TAKE PLACE UNDER THE DIRECT SUPERVISION OF A CERTIFIED ARBORIST, DOCUMENTED AND PHOTOGRAPHED. THE REPORT SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT UNDER NO CIRCUMSTANCES SHALL THE ROOTS OF THE TREE BE CUT/RIPPED BY A TRENCHER, BACK HOE, OR OTHER SIMILAR TYPE OF EQUIPMENT.
- IN A FILL SITUATION, ALL AREAS WITHIN THE CRITICAL ROOT ZONE (CRZ) AND BEYOND THE TREE PROTECTION FENCING SHALL RECEIVE A 4" EXISTING ROOT ZONE AERATION LAYER AS SHOWN IN THE ATTACHED DETAILS.
 - A) WHERE FILL IS LESS THAN 6 INCHES, A GRAVEL AERATION LAYER IS NOT REQUIRED. USE SUB-SURFACE AERATION METHOD ONLY.
 - B) WHERE FILL IS GREATER THAN 6 INCHES, BUT NOT EXCEEDING 16 INCHES THE SUB-SURFACE AERATION METHOD AND THE GRAVEL AERATION LAYER IS REQUIRED, BUT THE PVC PIPES ARE NOT. IN ADDITION TO THE 4 INCH LAYER, COARSE FINE GRAVEL PLACED OVER THE CRZ, CLEAN WASHED COARSE GRAVEL GRADED FROM 2 INCH TO 3 INCHES IN SIZE SHALL BE PLACED DIRECTLY AROUND TREE TRUNK, EXTEND GRAVEL OUT FROM TRUNK ON ALL SIDES MINIMUM OF 18 INCHES AND FINISH APPROXIMATELY 2 INCHES ABOVE FINISHED GRADE OF TREE. INSTALL GRAVEL BEFORE ANY EARTH IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH TRUNKS OF ANY TREES REQUIRING FILL.
 - C) WHERE FILL EXCEEDING 16 INCHES IS REQUIRED, APPLY A HEAVIER THAN NORMAL APPLICATION OF THE SUB-SURFACE AERATION METHOD, INSTALL SLOTTED AERATION PIPES ON EXISTING GRADE AT A SPACING NOT TO EXCEED 6 FEET ON CENTER. PLACE COARSE-GRADED SILICA GRAVEL DIRECTLY OVER THE PIPES TO A DEPTH OF 3 INCHES, EXTENDING OUT TO THE LIMITS OF THE CRZ. THEN PLACE CLEAN WASHED FINE GRAVEL GRADED FROM 1/2 INCH TO 1-1/2 INCH IN SIZE DIRECTLY OVER COARSE GRAVEL TO A TOTAL DEPTH OF 4 INCHES. PLACE APPROVED BACKFILL MATERIAL DIRECTLY OVER WASHED GRAVEL TO DESIRED FINISHED GRADE.
- ANY EXCAVATION OR TRENCHING WITHIN 50' OF THE TREE'S DRIPLINE SHALL BE PERFORMED WITHIN A TRENCH-BOX.
- 6 MONTHS AFTER THE INITIAL TREATMENT:
 - THE 12" LAYER OF SHREDDED HARDWOOD MULCH SHALL BE REMOVED.
 - FULGHAM'S INC. SHALL PERFORM THE SECOND AERATION TREATMENT BY MEANS OF SUBTERRANEAN DEEP-ROOT AERATION AND FERTILIZATION AND THEN REPEAT THE APPLICATION AT 6 MONTH INTERVALS FOR 24 MONTHS. THE PROGRAM SHALL INCLUDE A MIX OF VITAMINS, FERTILIZATION, GROWTH HORMONES, AND MYCORRHIZAL FUNGI TO MITIGATE THE STRESSES APPLIED TO THE TREE BY THE CONSTRUCTION. (6 month intervals for 2 years, and until end of warranty period.) APPLICATION REPORTS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT.
- AFTER THE AERATION, A 4" LAYER OF SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO THE CRITICAL ROOT AREA OF THE TREE.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TREATMENTS FOR THE FULL 2-YEAR TREATMENT PERIOD. (beginning of grading until end of warranty period)

NOTE TO CONTRACTOR

ALL TREE PROTECTION FENCING SHALL BE INSTALLED AS PER THE TREE PROTECTION FENCING DETAIL (THIS SET) AND BE APPROVED BY THE CITY OF FLOWER MOUND, TX, PRIOR TO BEGINNING ANY EARTH MOVING ACTIVITIES.

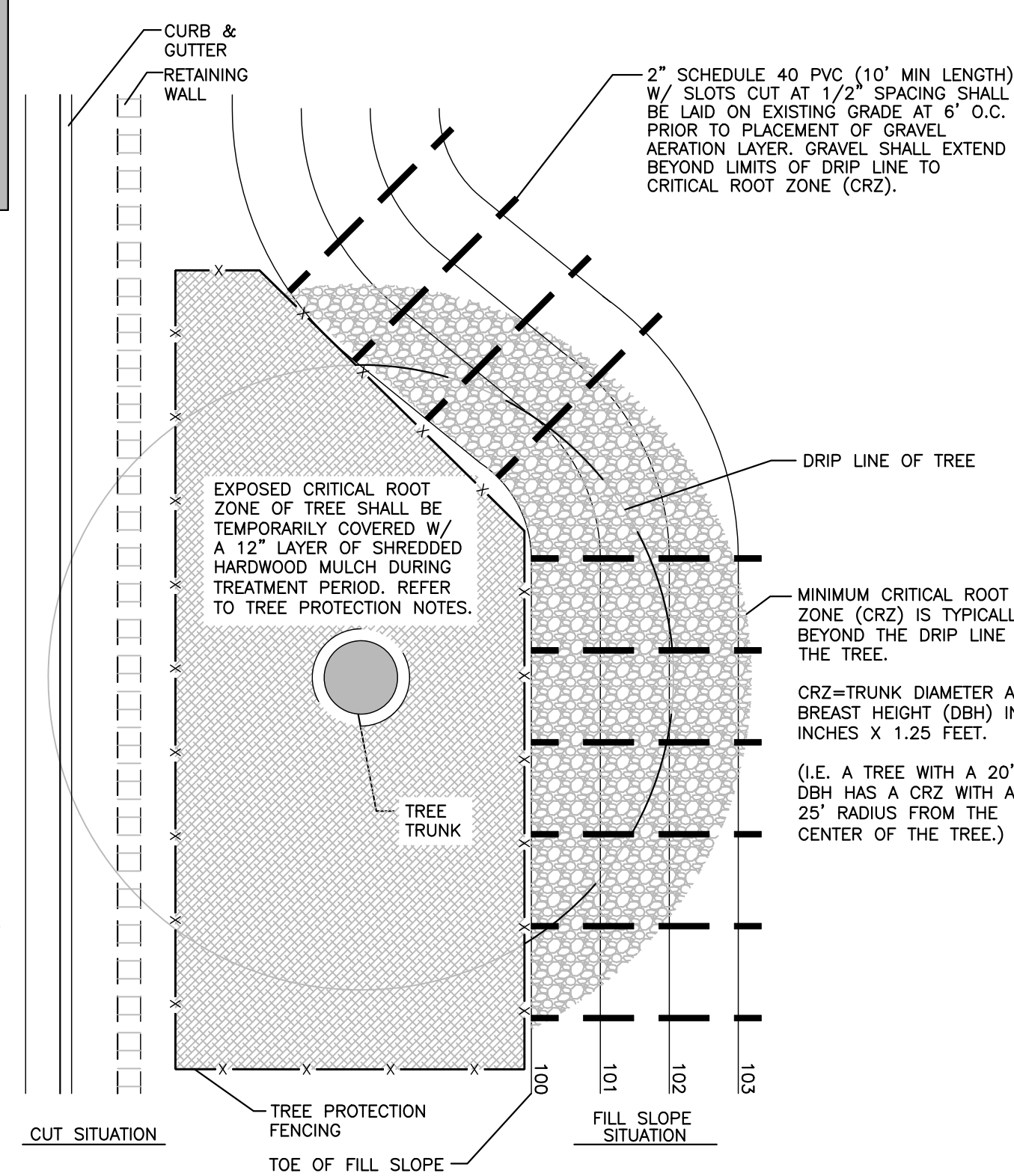
ALL SIGNIFICANT GRADE CHANGES ADJACENT TO TREE PROTECTION FENCING ALSO SHALL BE STAKED AND LABELED PRIOR TO THE INSPECTION.



TREE PROTECTION SECTION (TYP)

TREE PRESERVATION

NTS



TREE PROTECTION PLAN VIEW (TYP)



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

**PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE**

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com



CONSULTANT:



DEVELOPER:



SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

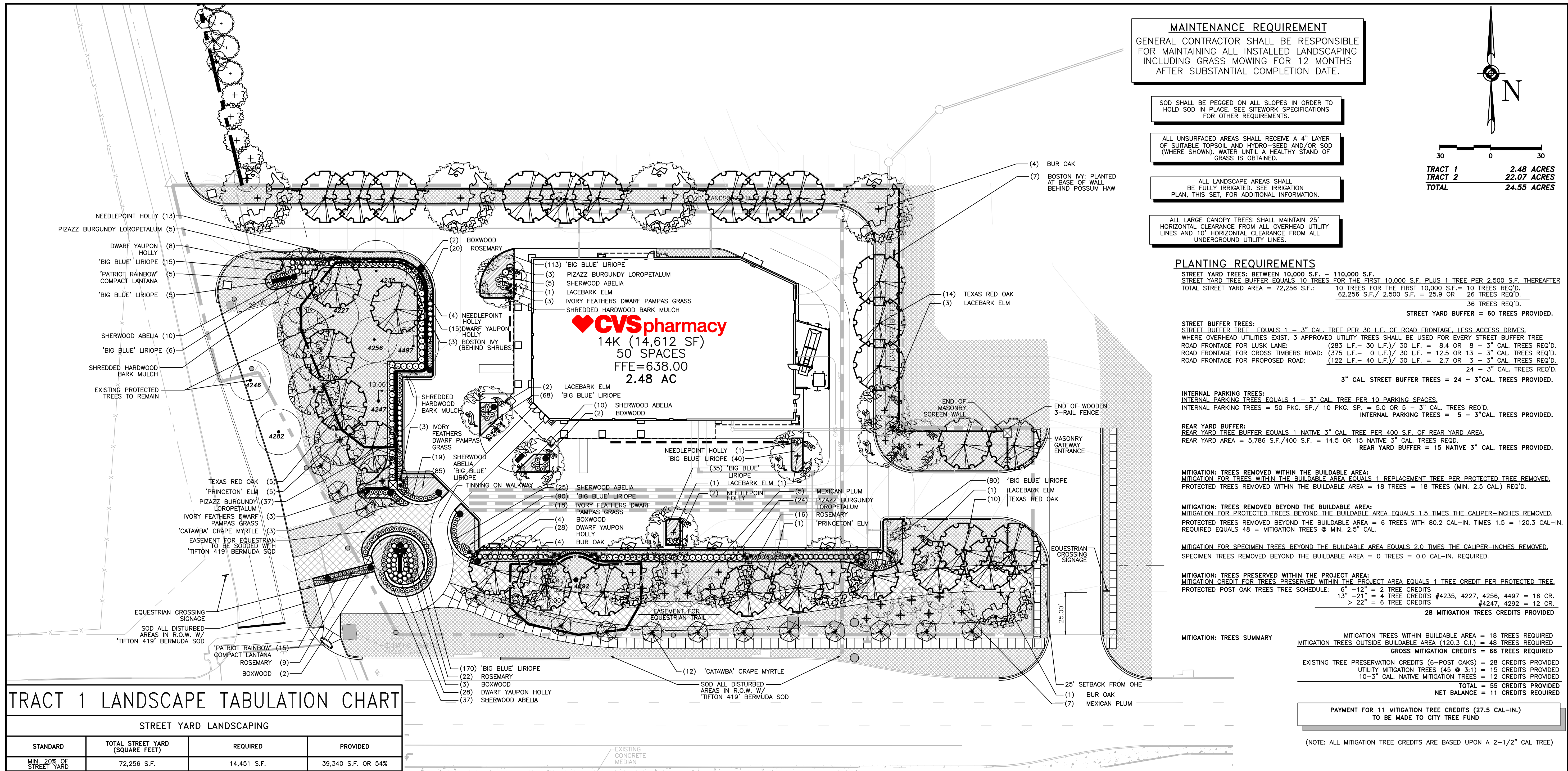
JOB NUMBER: N/A

TITLE: **TRACT 1 CONCEPTUAL
LANDSCAPE PLAN**

SHEET NUMBER:

11 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



TRACT 1 LANDSCAPE TABULATION CHART

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MIN. 20% OF STREET YARD	72,256 S.F.	14,451 S.F.	39,340 S.F. OR 54%

STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
10,000 TO 110,000 S.F. = 10 FOR 1ST 10,000SF +1PER 2,500SF OF BAL.	72,256 S.F.	36 TREES	36 TREES

TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.

STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
CROSS TIMBERS RD. FM 1171	50'	50'	
LUSK LN.	15'	15' TO 30'	

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	CROSS TIMBERS RD. FM 1171 = 375 LF	13 TREES	1 EXISTING TREES 4 LARGE CANOPY TREES @ 3:1 8 (24 UTILITY TREES @ 3:1) 13 TREE UNITS PROVIDED
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STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	50	375 S.F.	945 S.F.

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STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	50	5 TREES	5 TREES

ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE.

PLANT SCHEDULE

QTY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPACING	CONDITION	REMARKS
TREES:							
15		LAGERSTROMIA X FAUREI 'CATAWBA'	'CATAWBA' CRAPE MYRTLE	2-1/2" - 3" C / 8' - 10' HT	AS SHOWN	B&B/CONT	MULTI-TRUNK, TREE FROM 3-5 CANES, FULL UNIFORM HEAD
12		PRUNUS MEXICANA	MEXICAN PLUM	3" - 3-1/2" C / 8' - 10' HT	AS SHOWN	B&B/CONT	7" MIN CLEAR HT STR. CENTRAL LEADER, FULL UNIFORM HEAD
28		QUERCUS BUCKLEYI	TEXAS RED OAK	3" - 3-1/2" C / 14' - 16' HT	AS SHOWN	B&B/CONT	7" MIN CLEAR HT STR. CENTRAL LEADER, FULL UNIFORM HEAD
11		QUERCUS MACROCARPA	BUR OAK	3" MIN. C / 8' - 10' HT	AS SHOWN	B&B/CONT	STR. CENTRAL LEADER, FULL TO GROUND
5		ULMUS AMERICANA 'PRINCETON'	'PRINCETON' ELM	3" - 3-1/2" C / 14' - 16' HT	AS SHOWN	B&B/CONT	FULL HEAD W/ UNIFORM GROWTH, MULTI-TRUNK, 2-3 CANES (6" CLEAR TRUNK)
9		ULMUS PARVIFOLIA	LACEBARK ELM	3" - 3-1/2" C / 8' - 10' HT	AS SHOWN	B&B/CONT	7" MIN CLEAR HT STR. CENTRAL LEADER, FULL UNIFORM HEAD
SHRUBS:							
11		BUXUS SEMPERVIRENS 'GREEN MOUNTAIN'	'GREEN MOUNTAIN' BOXWOOD	36" MIN. HT. / 7-GAL. CONTAINER	48" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
20		ILEX CORNUTA 'PHELLOS'	NEEDLEPOINT HOLLY	36" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
79		ILEX VOMITORIA 'NANA'	DWARF YAUPOH HOLLY	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
27		CORTADERIA SELLOANA 'PUMILA'	IVORY FEATHERS DWARF PAMPAS GRASS	48" MIN. HT. / 10-GAL. CONTAINER	48" O.C.	B&B/CONT	STRONG CENTRAL LEADER, FULL TO GRD.
66		LOROPETALUM CHINENSE 'PIZAZZ'	PIZAZZ BURGUNDY LOROPETALUM	30" MIN. HT. / 7-GAL. CONTAINER	40" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
67		ROSMARINUS OFFICINALIS	ROSEMARY	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
106		ABELIA X GRANDIFLORA 'SHERWOODII'	SHERWOOD ABELIA	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
10		PARTHENOCESSUS TRICUSPIDATA	BOSTON IVY	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
GROUND COVER:							
FILL AREA		CYNODON DACTYLON 'TIFWAY'	'TIFTON 419' BERMUDAGRASS	SLAB / ROLL	SOLID	SOD	WEED FREE & ACTIVELY GROWING
617		LIRIOPE MUSCARI 'BIG BLUE'	'BIG BLUE' LIRIOPE	1 GAL / 10" - 12" HT.	18" O.C.	CONT	5 BIB MIN., FREE OF FIRE ANTS
20		LANTANA CAMARA 'ROBPATRAI'	'PATRIOT RAINBOW' COMPACT LANTANA	1 GAL / 12" - 15" SPD.	24" O.C.	CONT	ROUNDED, FULL, UNIFORM GROWTH
FILL AREA		SHREDDED HARDWOOD MULCH		4" MINIMUM DEPTH AFTER SETTLING	FILL AREA	BULK	BROWN COLOR

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY. SIZE OF SYMBOL SHOWN IN TABLE ABOVE MAY VARY FROM THOSE SHOWN ON PLANS.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

**PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE**

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com



CONSULTANT:



DEVELOPER:



SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

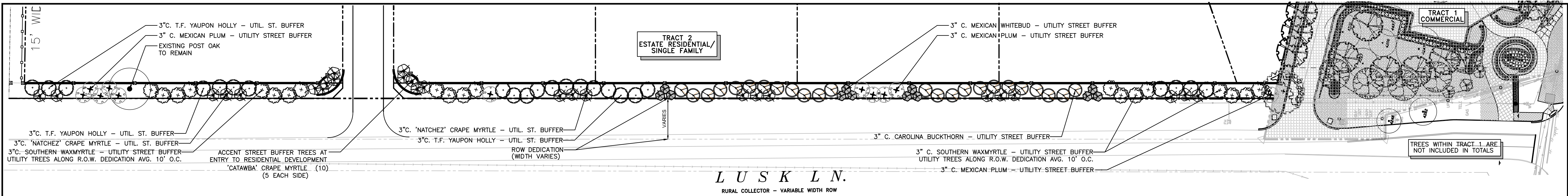
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**TRACT 1
PLANTING PLAN**

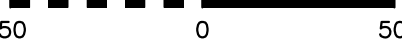
SHEET NUMBER:

12 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



LUSK LANE CONCEPTUAL STREETSCAPE PLANTINGS:



TRACT 2 NOTES & LEGEND:

5 (Symbol) EXISTING TREES TO REMAIN

TREE SELECTION:
ALL PROPOSED TREES SHALL BE SELECTED FROM THE CITY OF FLOWER MOUND, TX APPROVED PLANT LISTS.

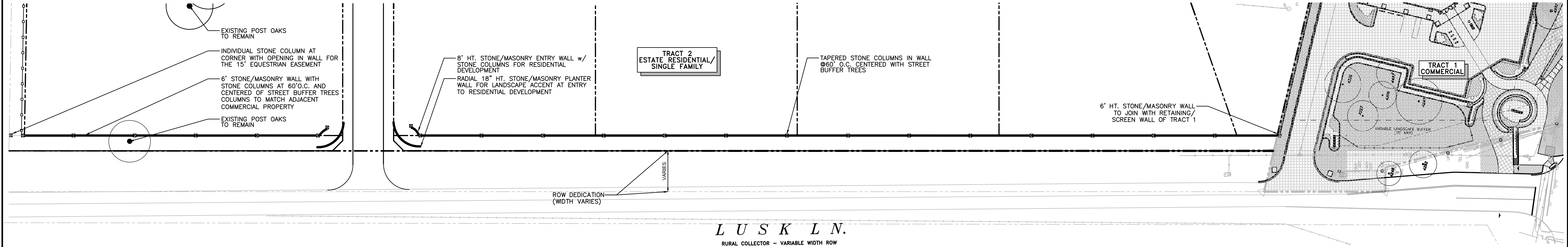
TRACT 2 LANDSCAPE TABULATION CHART

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F	LUSK LN. = 1,242 L.F (LESS DRIVE) = 30 L.F LUSK LN. = 1,212 L.F	40 TREES OVERHEAD UTILITIES EXIST (USE UTILITY TREES @ 3:1) 120 UTILITY TREES	1 EXISTING TREE 0 LARGE CANOPY TREES 39 (117 UTILITY TREES @ 3:1) 40 TREE UNITS PROVIDED

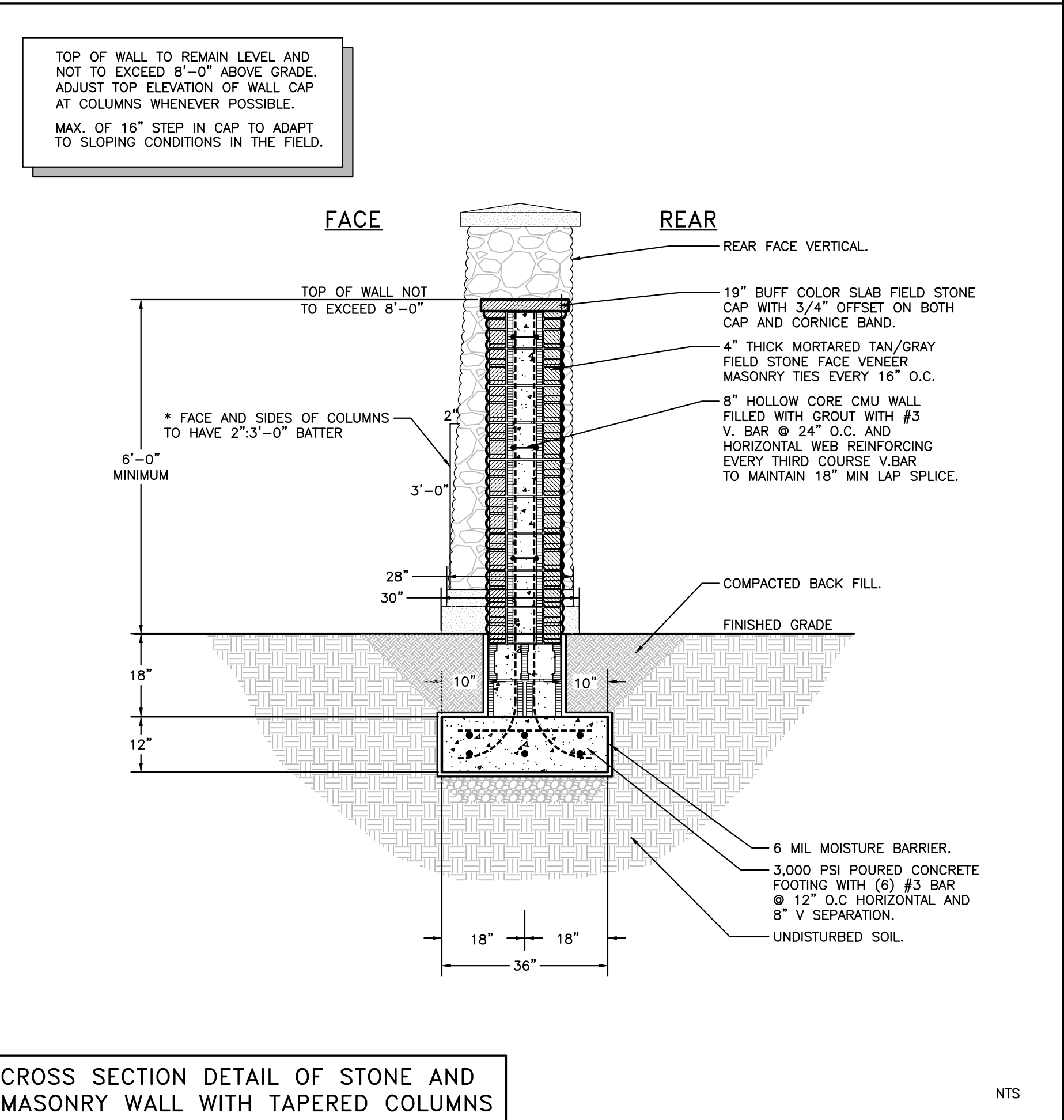
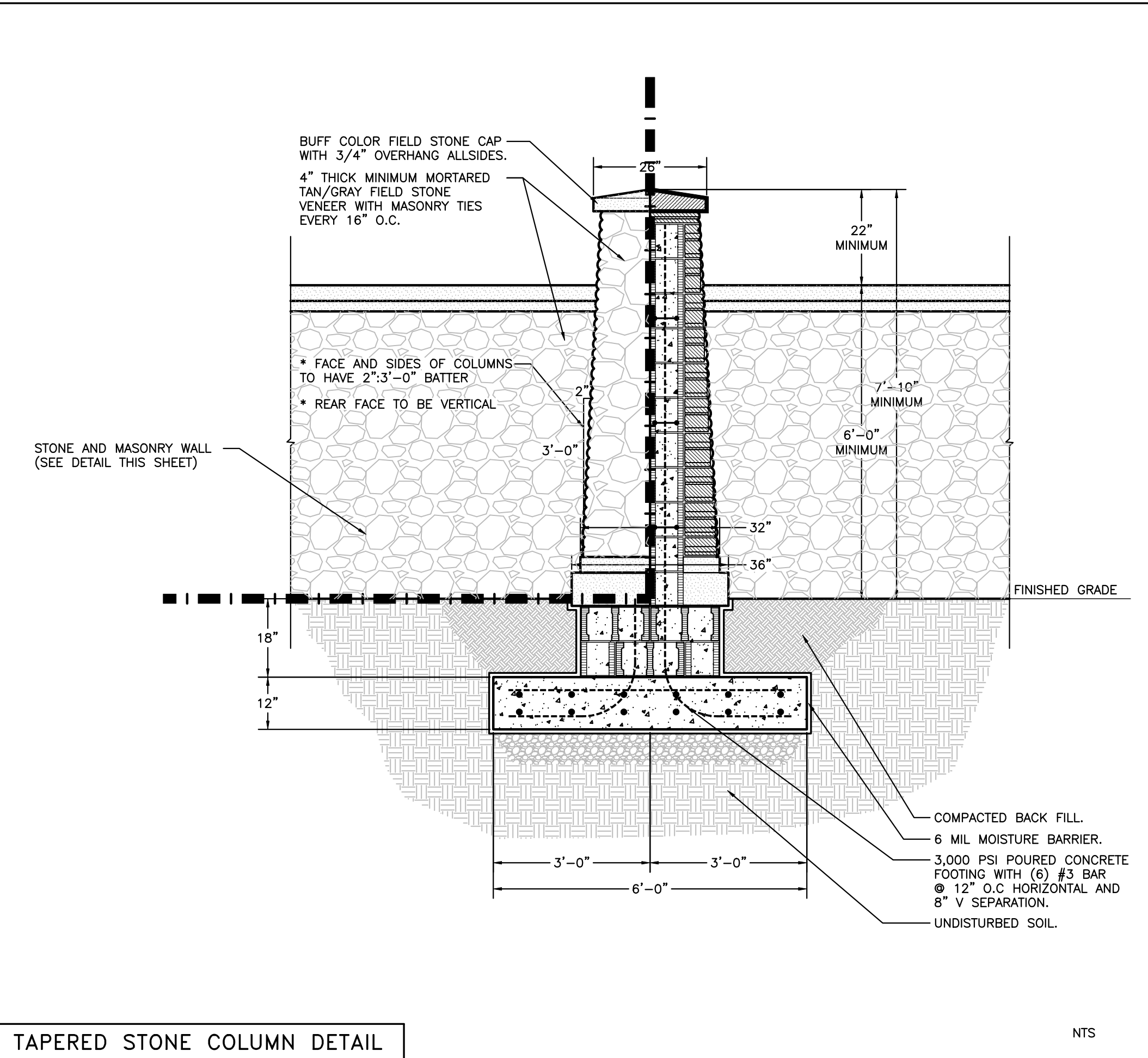
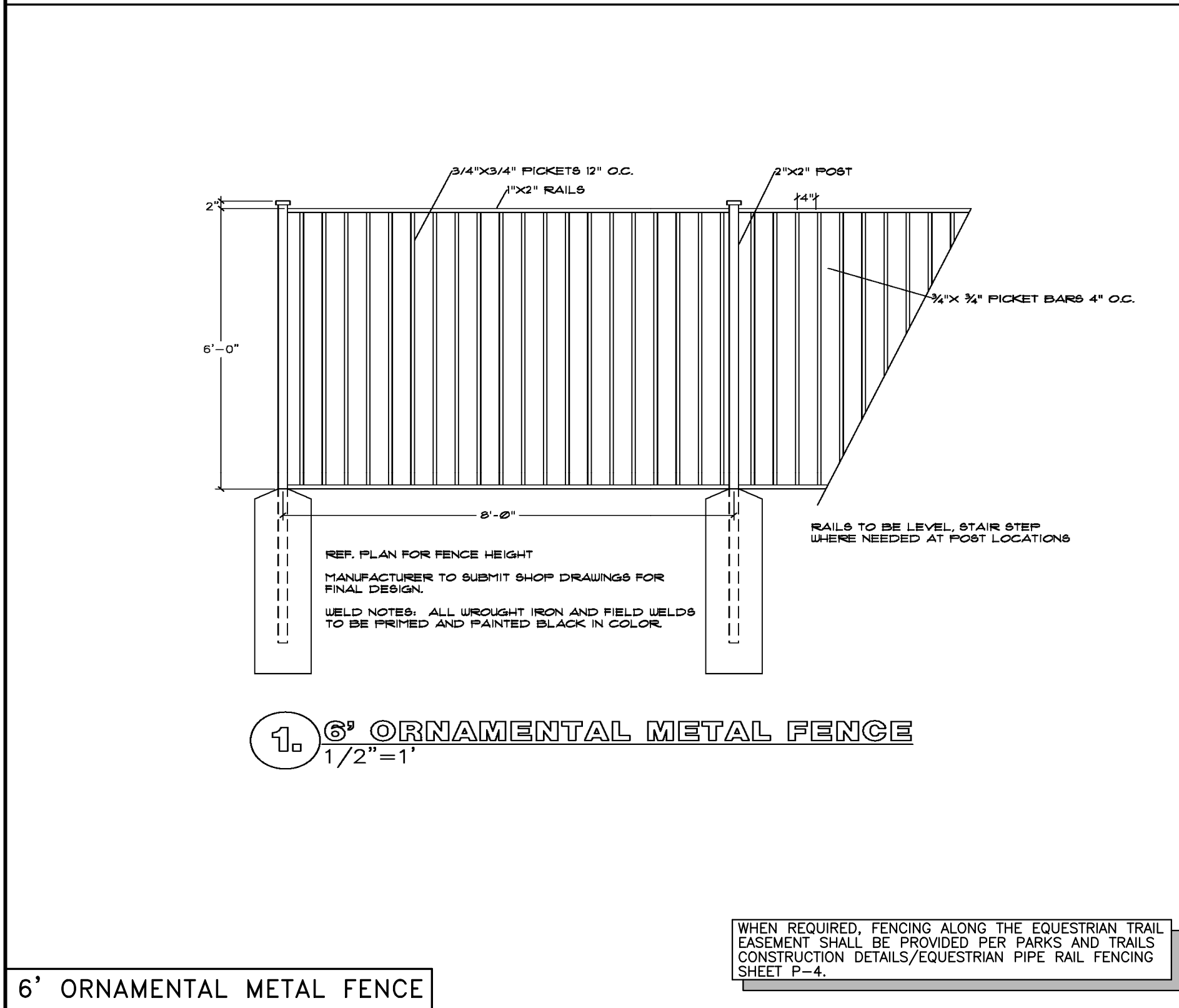
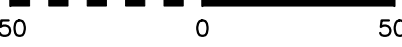
APPROVED OVERHEAD UTILITY EASEMENT TREE PLANTING LIST.
THE FOLLOWING LIST OF TREE SPECIES SHALL BE ALLOWED TO BE PLANTED IN OVERHEAD UTILITY EASEMENTS WHERE REQUIRED. THESE SPECIES WERE SELECTED DUE TO THEIR RELATIVELY SMALL MATURE SIZE AND GROWTH CHARACTERISTICS. TREES PLANTED IN THESE AREAS SHALL BE PLANTED AT A RATIO OF THREE TREES FOR EVERY ONE TREE REQUIRED.

COMMON NAME	SCIENTIFIC NAME
YAUPON HOLLY	(ILEX VOMITORIA)
CAROLINA BUCKTHORN	(RHAMNUS CAROLINIANA)
POSSUM HAW	(ILEX DECIDUA)
PLUM	(PRUNUS SPECIES)
REDBUDS/WHITEBUDS	(CERCIS SPECIES)
WAX MYRTLE	(MYRICA CERIFERA)
GRAPE MYRTLE	(LAGERSTROEMIA INDICA)

TREE BIODIVERSITY:
TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



LUSK LANE CONCEPTUAL STREETSCAPE ENHANCEMENTS: HARDSCAPE IMPROVEMENTS



CROSS SECTION DETAIL OF STONE AND MASONRY WALL WITH TAPERED COLUMNS



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

**PROJECT TYPE: NEW STORE
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CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com



CONSULTANT:

CARLSON
CONSULTING
ENGINEERS, INC.

7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:

ORANGE
DEVELOPMENT

1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

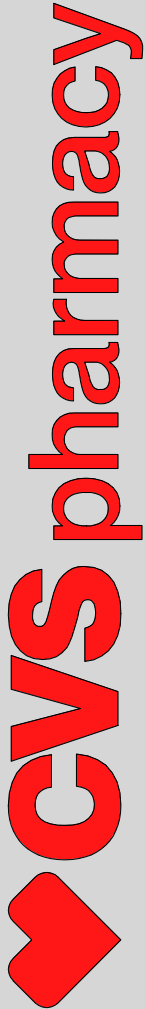
JOB NUMBER: N/A

TITLE:

**TRACT 2 CONCEPTUAL
LANDSCAPE PLAN**

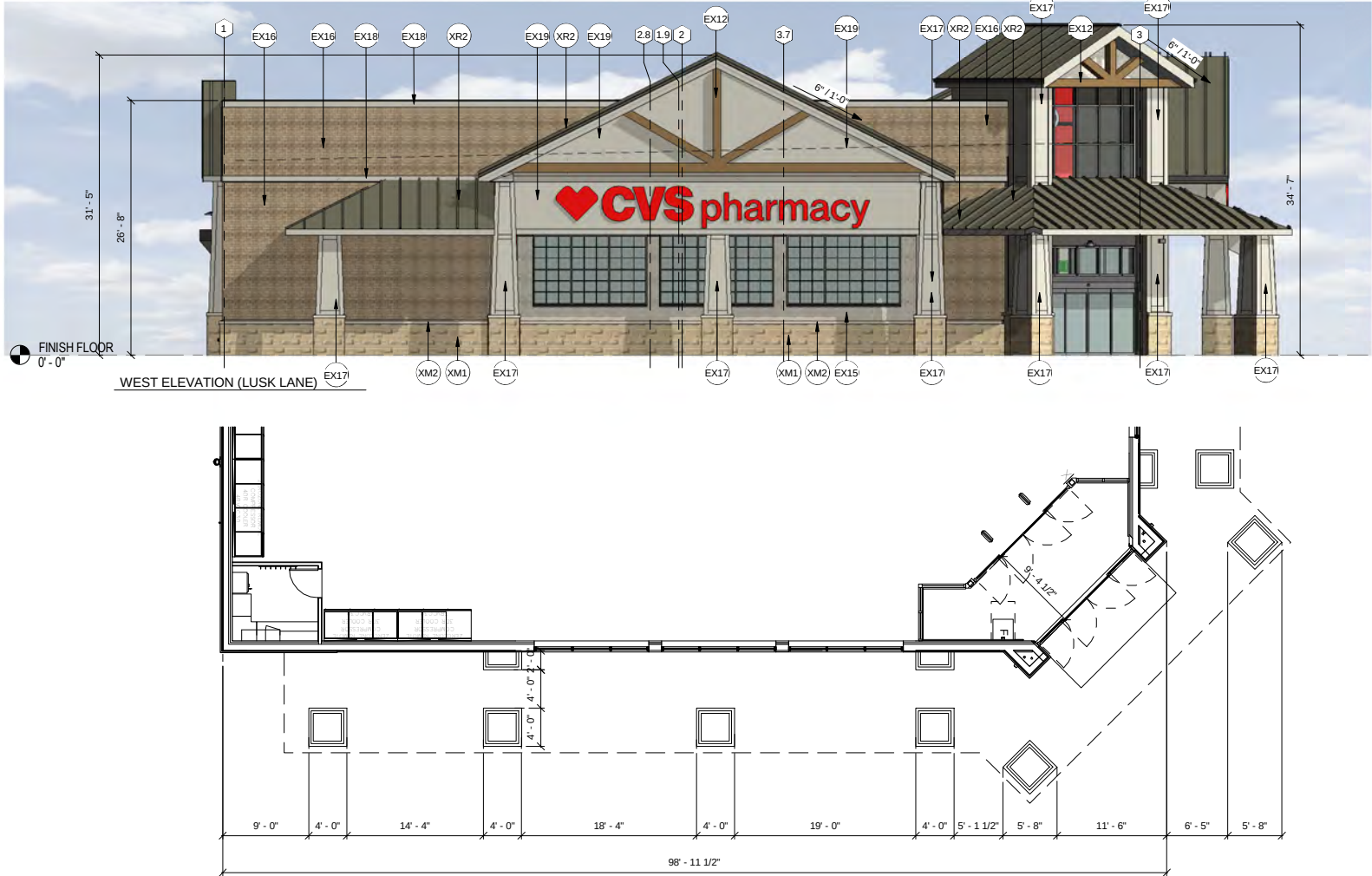
SHEET NUMBER:

CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



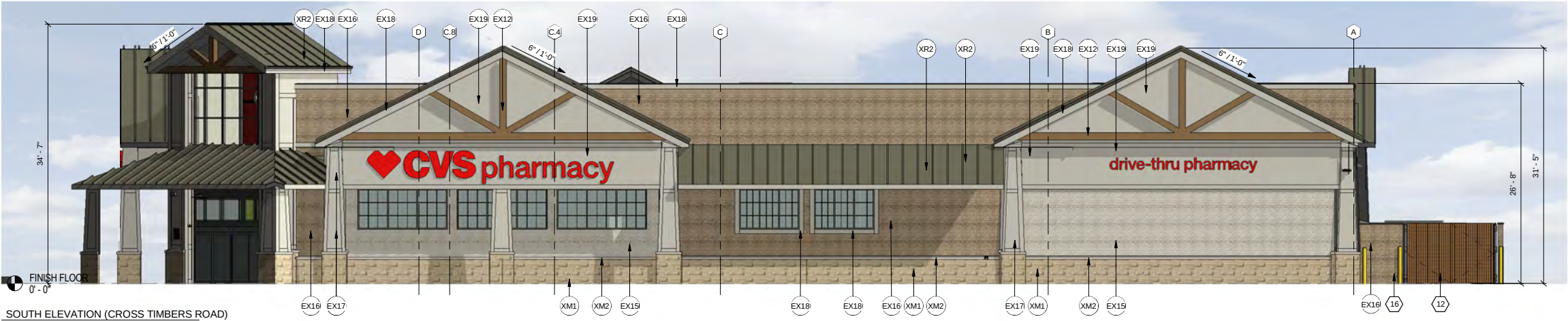
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	4,178 S.F.	4,333 S.F.	2,607 S.F.	2,818 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	4,034 S.F.	3,925 S.F.	2,485 S.F.	2,418 S.F.
3.	DOORS AND WINDOWS S.F.	144 S.F.	408 S.F.	122 S.F.	400 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	3,704 S.F. AND 92% OF 2	3,188 S.F. AND 81% OF 2	2,235 S.F. AND 90% OF 2	2,007 S.F. AND 83% OF 2
	BRICK S.F. (AS APPLICABLE)	2,730 S.F. AND 68% OF 2	1,704 S.F. AND 43% OF 2	1,699 S.F. AND 68% OF 2	1,213 S.F. AND 60% OF 2
	STONE S.F. (AS APPLICABLE)	664 S.F. AND 16% OF 2	584 S.F. AND 15% OF 2	233 S.F. AND 10% OF 2	342 S.F. AND 14% OF 2
	STUCCO S.F. (AS APPLICABLE)	310 S.F. AND 8% OF 2	900 S.F. AND 23% OF 2	303 S.F. AND 12% OF 2	452 S.F. AND 19% OF 2
	TILT WALL S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
5.	SECONDARY MASONRY TOTALS (MAX. 20%)	330 S.F. AND 8% OF 2	737 S.F. AND 19% OF 2	250 S.F. AND 10% OF 2	411 S.F. AND 17% OF 2
	EIFS S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
	HARDIPLANK S.F. (AS APPLICABLE)	330 S.F. AND 8% OF 2	737 S.F. AND 19% OF 2	250 S.F. AND 10% OF 2	411 S.F. AND 17% OF 2

EXTERIOR MATERIAL SCHEDULE		
Material: Mark	Material: Manufacturer	Material: Description
EX5	RE: SPECIFICATIONS	ALUMINUM WITH CLEAR ANODIZED COATING
EX9	RE: SPECIFICATIONS	PLASTIC TO MATCH OSHA YELLOW
EX12	JAMES HARDIE	HARDIE TRIM, COLOR: CHESTNUT BROWN - FINISH: ROUGH SAWN
EX14		STONE CAP TO MATCH XM2
EX15	OLDCASTLE / ECHOLON LIGHT	SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)
EX16	OLDCASTLE / ECHOLON DARK	DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)
EX17	JAMES HARDIE	HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH
EX18	JAMES HARDIE	HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH
EX19	STO	10613
EX20	BENJAMIN MOORE	SANDY HOOK GRAY - HC-108
XC3	PAC-CLAD	PREFINISHED ALUMINUM COPING, COLOR: BONE WHITE
XC4	PAC-CLAD	PREFINISHED ALUMINUM COPING, COLOR: TO MATCH WINDY CITY CSP-150
XM1	ARRISCRAFT	FULL BED STONE, COLOR: LAURIER - CANYON BUFF
XM2		CONCRETE PRECAST SILL
XP10	BENJAMIN MOORE	PAINT, COCONUT GROVE: 1029
XP12	BENJAMIN MOORE	PAINT, HC-190 BLACK, FINISH: SATIN
XR2	BENJAMIN MOORE	STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150
ALL WINDOW MULLIONS TO BE EX5		

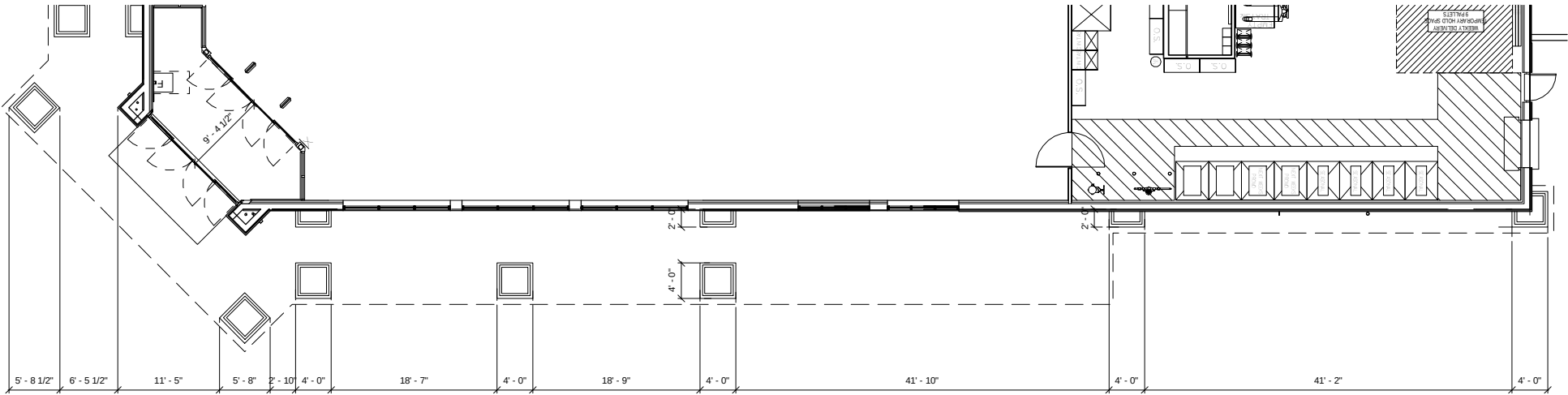


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Material Mark	Material Manufacturer	Material Description
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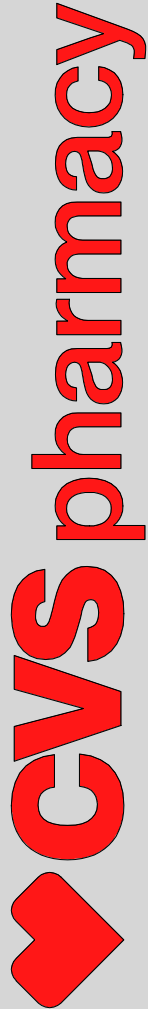
ALL WINDOW MULLIONS TO BE EX5



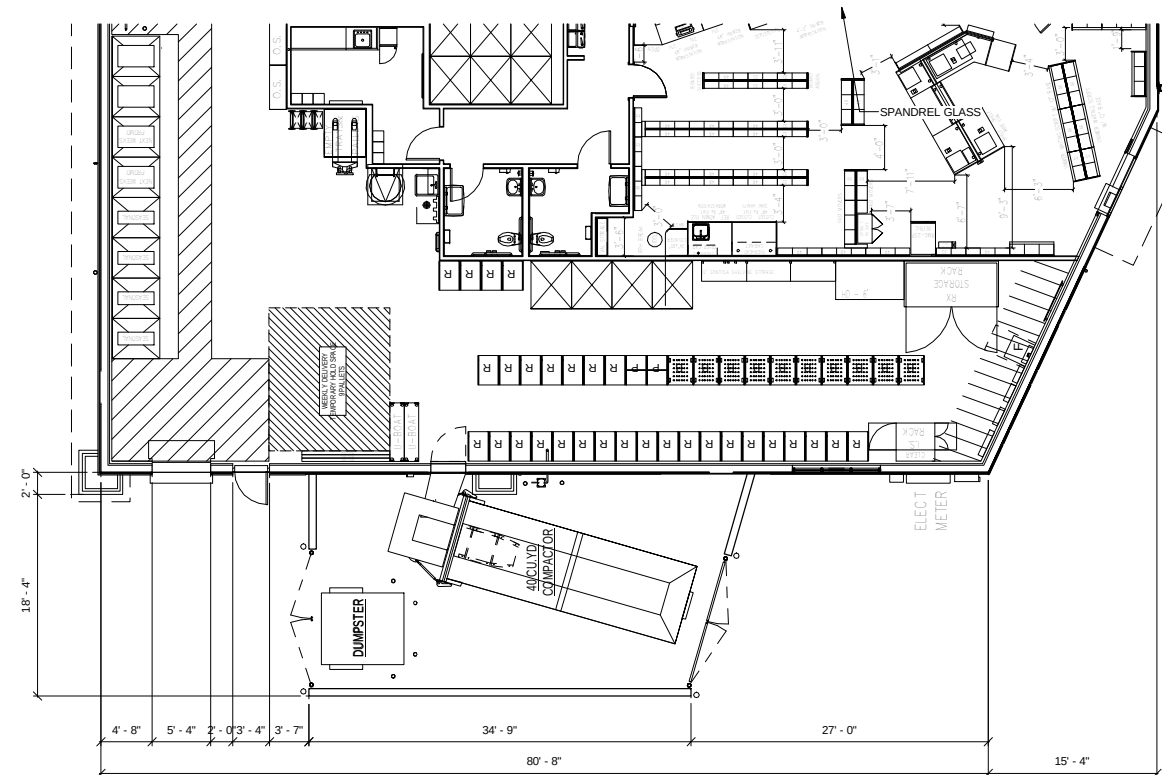
SOUTH ELEVATION (CROSS TIMBERS ROAD)



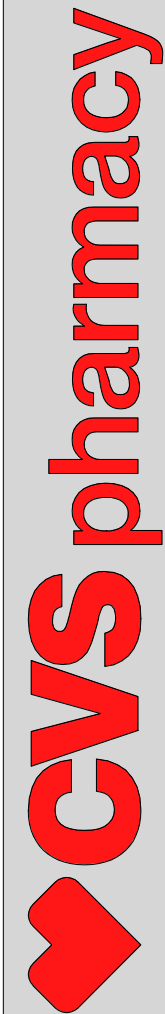
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



EXTERIOR MATERIAL SCHEDULE		
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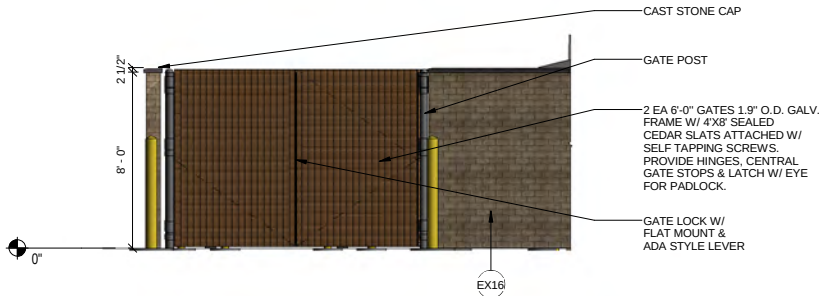


CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX





DUMPSTER ENCLOSURE EAST ELEV.

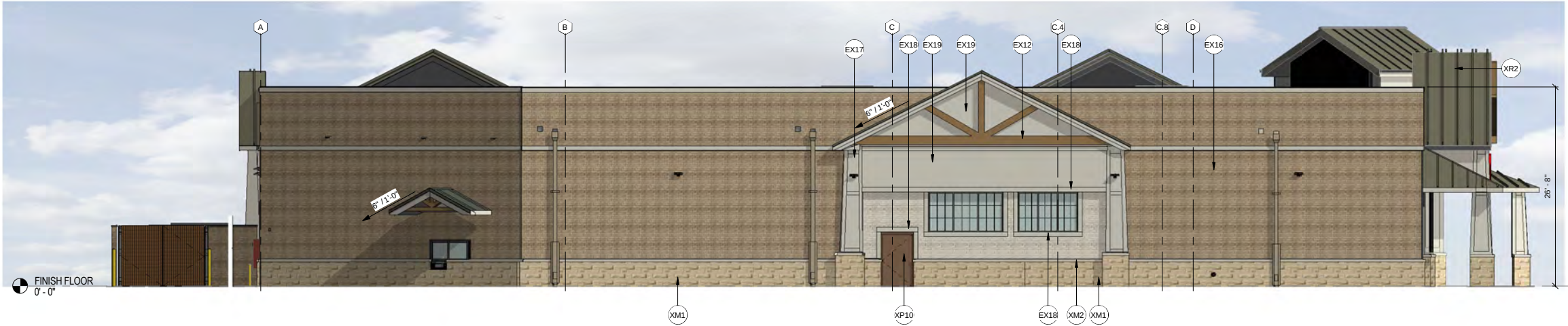


DUMPSTER ENCLOSURE NORTH ELEV.

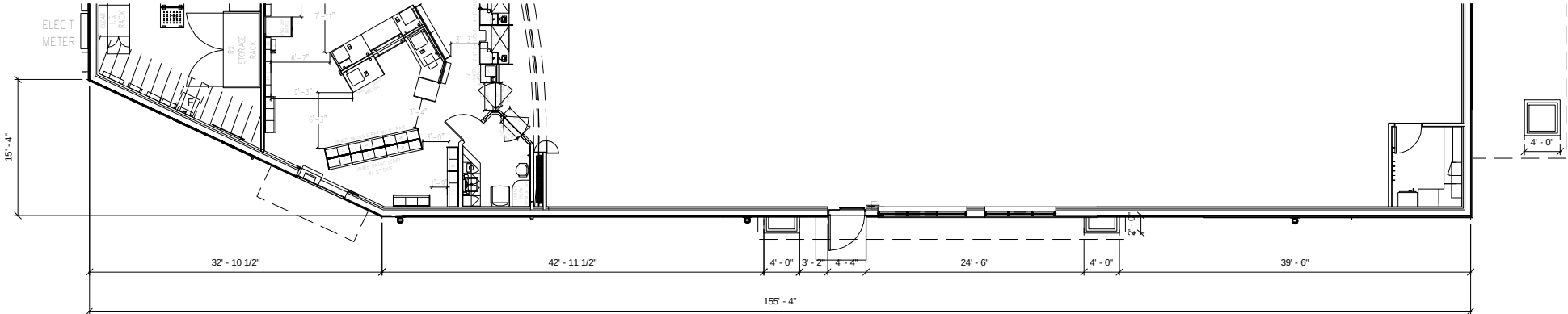
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ALL WINDOW MULLIONS TO BE EX5

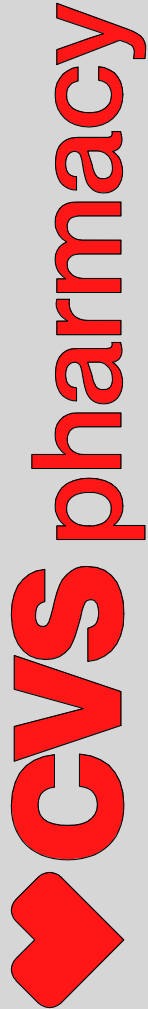
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

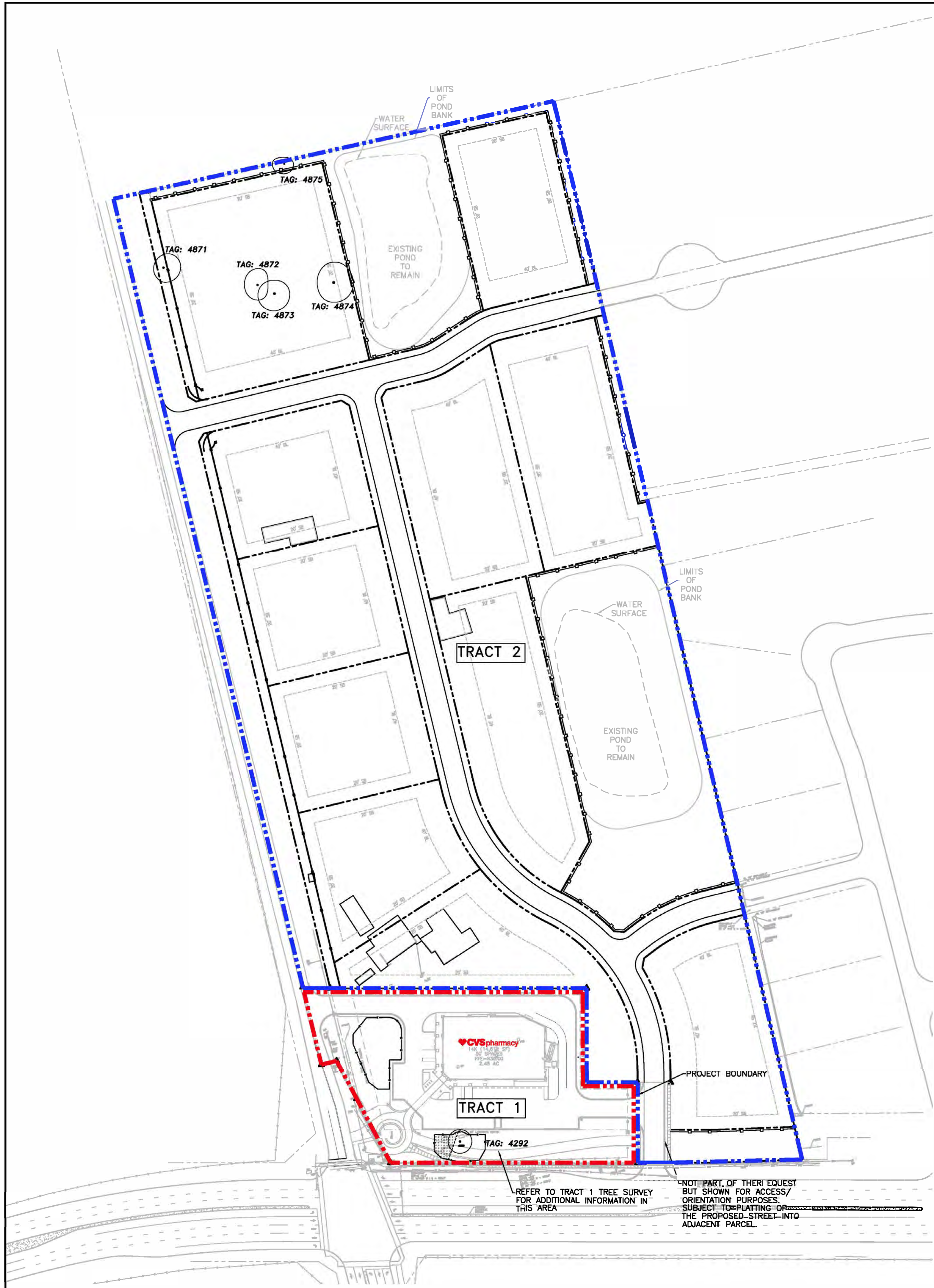


NORTH ELEVATION



CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

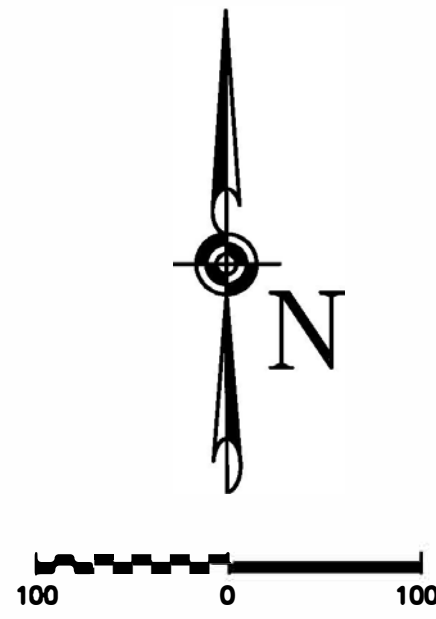




NOTE TO CONTRACTOR:

— PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE, THE GENERAL CONTRACTOR SHALL CONTACT:
FULGHAM'S INC. - TREE PRESERVATION
P.O. BOX 3187 1-800-316-6630 OFFICE
TUPELO, MS 38803 1-662-844-6191 FAX
sales@nationaltreepreservation.com 1-662-231-0210 CELL

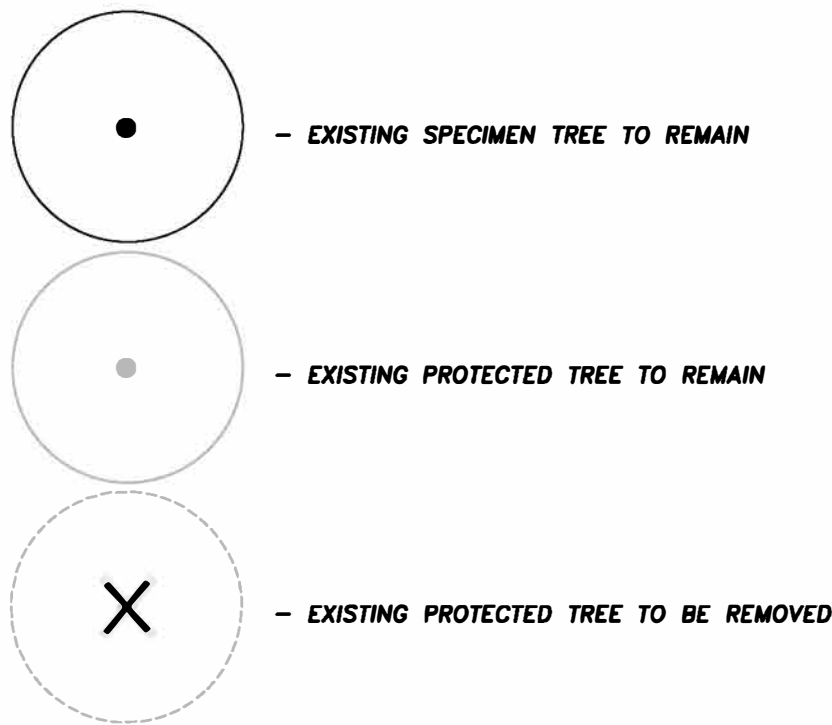
FOR THE INITIAL TREATMENT OF THE GROUND WITHIN THE CRITICAL ROOT AREA OF THE TREE. THIS SHALL BE FERTILIZED WITH A PHOSPHORUS RICH FERTILIZER (AS PER SOIL TESTS RECOMMENDATIONS) IN PREPARATION FOR ROOT DISTURBANCE AND HAVE THE AREA WITHIN THE CRITICAL ROOT ZONE AERATED BY MEANS OF A SUBTERRANEAN DEEP-ROOT AERATION AND TREATED WITH A MINERAL, VITAMIN, HORMONE, AND MYCORRHIZAL FUNGI MIXTURE. THIS PROCESS SHALL BE REPEATED ON A REGULAR 6 MONTH CYCLE THROUGHOUT THE DURATION OF THE CONSTRUCTION.



TRACT 1 2.48 ACRES
TRACT 2 22.07 ACRES
TOTAL 24.55 ACRES

LEGEND

--- TRACT 1 BOUNDARY
--- TRACT 2 BOUNDARY



TREE INVENTORY TABLE						
TREE #	COMMON NAME	SCIENTIFIC NAME	STATUS	DBH	NORTHING/EASTING	TREE CONDITION/RISK POTENTIAL
TRACT 1						
4292	BLACKJACK OAK	QUERCUS MARILANDICA	SPECIMEN: TO REMAIN	33.3"	N=7066615.75/E=2394631.69	HEALTHY TREE — MIN RISK
TRACT 2						
4871	POST OAK	QUERCUS STELLATA	SPECIMEN: TO REMAIN	31.0"	N=7068009.45/E=2394481.11	FAIR COND. — MODERATE RISK
4872	POST OAK	QUERCUS STELLATA	SPECIMEN: TO REMAIN	29.0"	N=7067952.82/E=2394614.79	GOOD COND. — LOW RISK
4873	POST OAK	QUERCUS STELLATA	SPECIMEN: TO REMAIN	37.5"	N=7067934.47/E=2394637.03	GOOD COND. — LOW RISK
4874	POST OAK	QUERCUS STELLATA	SPECIMEN: TO REMAIN	40.0"	N=7067931.35/E=2394726.56	GOOD COND. — LOW RISK
4875	POST OAK	QUERCUS STELLATA	SPECIMEN: TO REMAIN	24.0"	N=7068123.48/E=2394694.45	GOOD COND. — LOW RISK

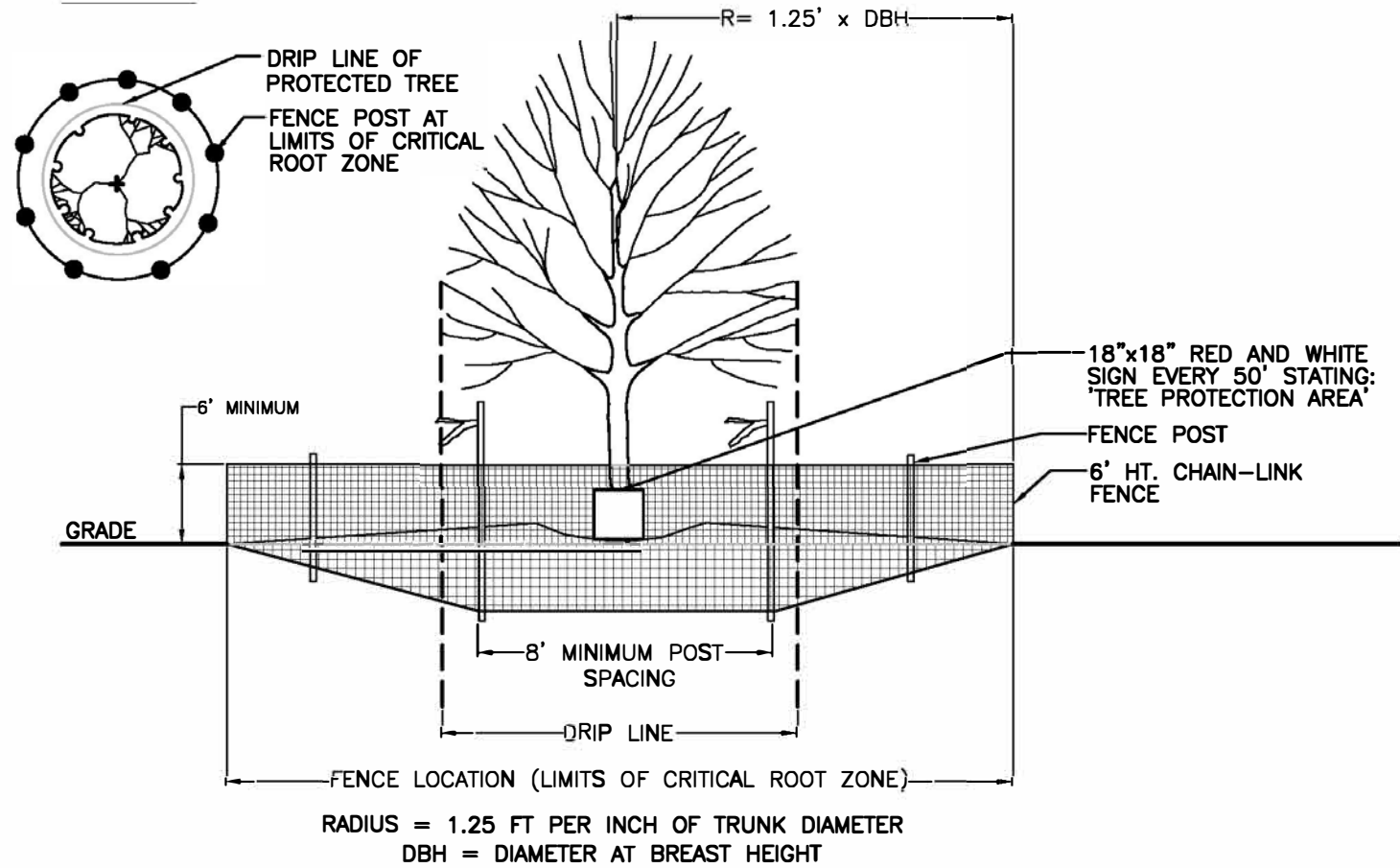
1 — SPECIMEN TREES WITHIN TRACT 1 BOUNDARY
5 — SPECIMEN TREES WITHIN TRACT 2 BOUNDARY
ALL SPECIMEN TREES TO REMAIN

NOTE TO CONTRACTOR

ALL TREE PROTECTION FENCING SHALL BE INSTALLED AS PER THE TREE PROTECTION FENCING DETAIL (THIS SET) AND BE APPROVED BY THE CITY OF FLOWER MOUND, TX. PRIOR TO BEGINNING ANY EARTH MOVING ACTIVITIES.

ALL SIGNIFICANT GRADE CHANGES ADJACENT TO TREE PROTECTION FENCING ALSO SHALL BE STAKED AND LABELED PRIOR TO THE INSPECTION.

PLAN VIEW:



TREE PROTECTION FENCING

- ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
- PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO PLANS AND SPECIFICATIONS FOR TREE PROTECTION.
- PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
- EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIP LINES.
- PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE LIMITS OF THE CRITICAL ROOT ZONE. FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6") OR TRENCHING NOT REVIEWED BY CITY ARBORIST.
 - WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT.
 - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, STORAGE, CEMENT TRUCK CLEANING, & FIRES.
- EXCEPTIONS TO INSTALLING FENCES AT THE LIMITS OF THE CRITICAL ROOT ZONE MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN THE PROTECTED AREA, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS ERECT THE FENCE TO 6 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
 - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE OR OTHER SPECIAL REQUIREMENTS.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO A HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
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- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE. ALL TRENCHING WITHIN THE DRIP LINE SHALL BE DONE BY HAND.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
- PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
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- DEVIATIONS FROM THE ABOVE NOTES WILL BE CONSIDERED SPECIFICATION VIOLATIONS. IF THERE IS SUBSTANTIAL NONCOMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL REPLACEMENTS OR CORRECTIVE ACTIONS AT HIS OWN EXPENSE.

TREE INVENTORY PREPARED BY:
CHARLES R. WALKER
ISA CERTIFIED ARBORIST
SO-6611A
EXPIRATION DATE: DEC. 31, 2020



14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com

NORR
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:

CARLSON
CONSULTING
ENGINEERS, INC.
7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:

ORANGE
DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

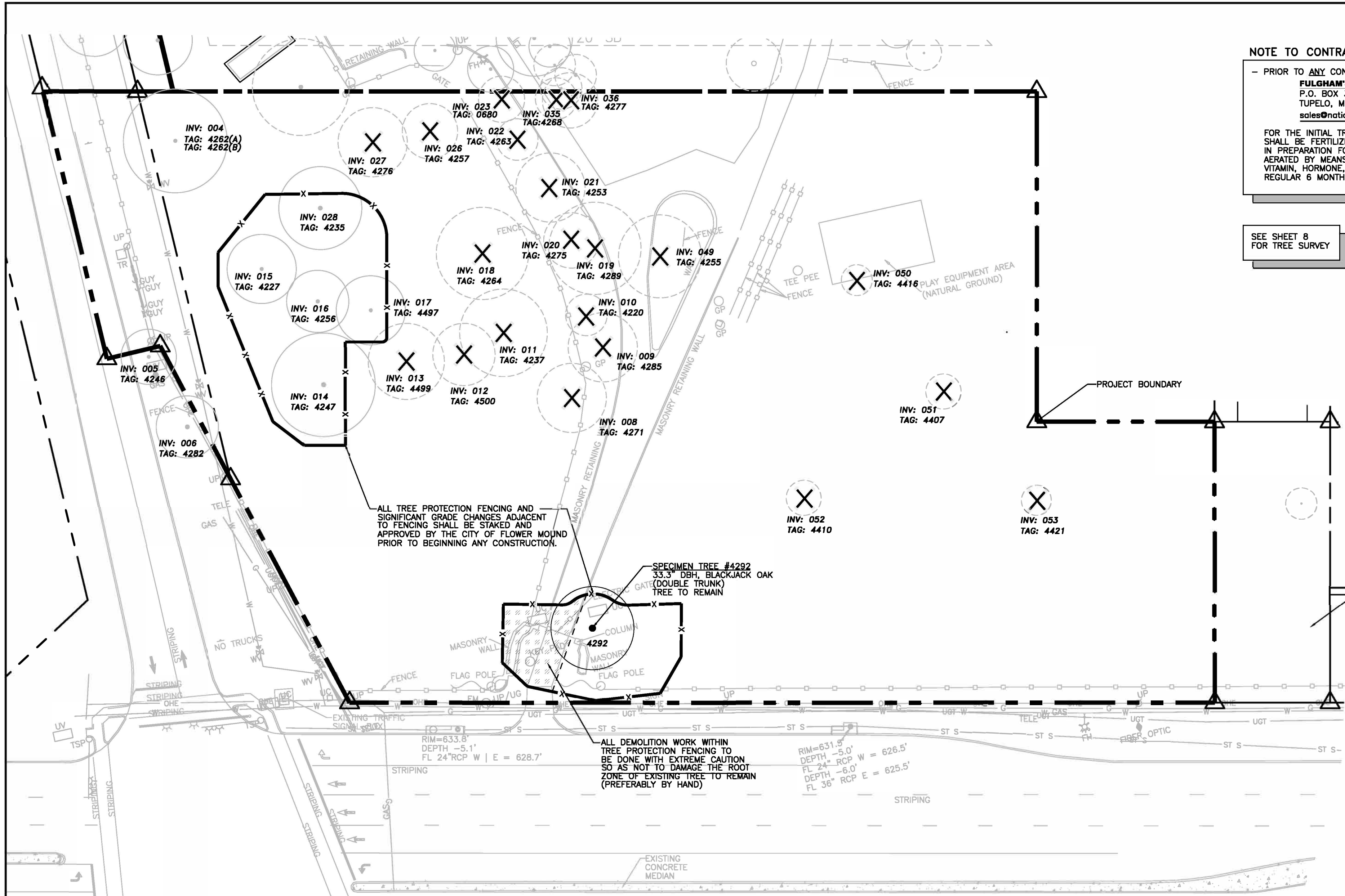
TITLE:

TREE SURVEY

SHEET NUMBER:

8 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



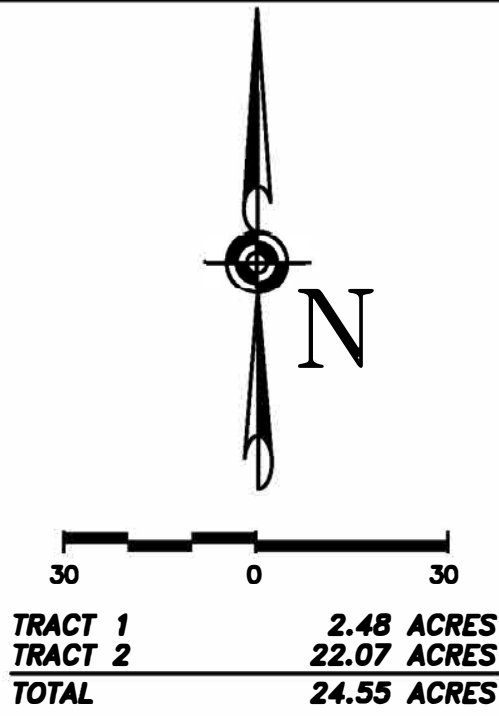
NOTE TO CONTRACTOR:

— PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE, THE GENERAL CONTRACTOR SHALL CONTACT:

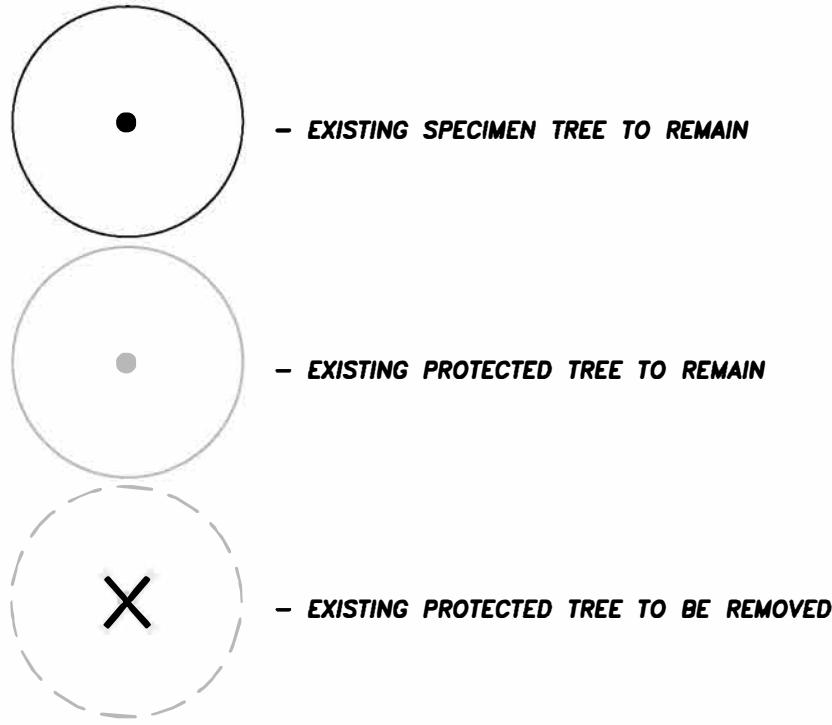
FULCHAM'S INC. - TREE PRESERVATION
P.O. BOX 3187 1-800-316-6630 OFFICE
TUPELO, MS 38803 1-662-844-6191 FAX
sales@nationaltreepreservation.com 1-662-231-0210 CELL

FOR THE INITIAL TREATMENT OF THE GROUND WITHIN THE CRITICAL ROOT AREA OF THE TREE, THIS SHALL BE FERTILIZED WITH A PHOSPHORUS RICH FERTILIZER (AS PER SOIL TESTS RECOMMENDATIONS) IN PREPARATION FOR ROOT DISTURBANCE AND HAVE THE AREA WITHIN THE CRITICAL ROOT ZONE AERATED BY MEANS OF A SUBTERRANEAN DEEP-ROOT AERATION AND TREATED WITH A MINERAL VITAMIN, HORMONE, AND MYCORRHIZAL FUNGI MIXTURE. THIS PROCESS SHALL BE REPEATED ON A REGULAR 6 MONTH CYCLE THROUGHOUT THE DURATION OF THE CONSTRUCTION.

SEE SHEET 8
FOR TREE SURVEY



LEGEND:



24 - PROTECTED TREES WITHIN PROJECT BOUNDARY
18 - PROTECTED TREES WITHIN THE BUILDABLE AREA
6 - PROTECTED TREES OUTSIDE THE BUILDABLE AREA
2 - PROTECTED TREES WITHIN THE EXISTING RIGHT-OF-WAY (NOT INCLUDED IN TOTAL)

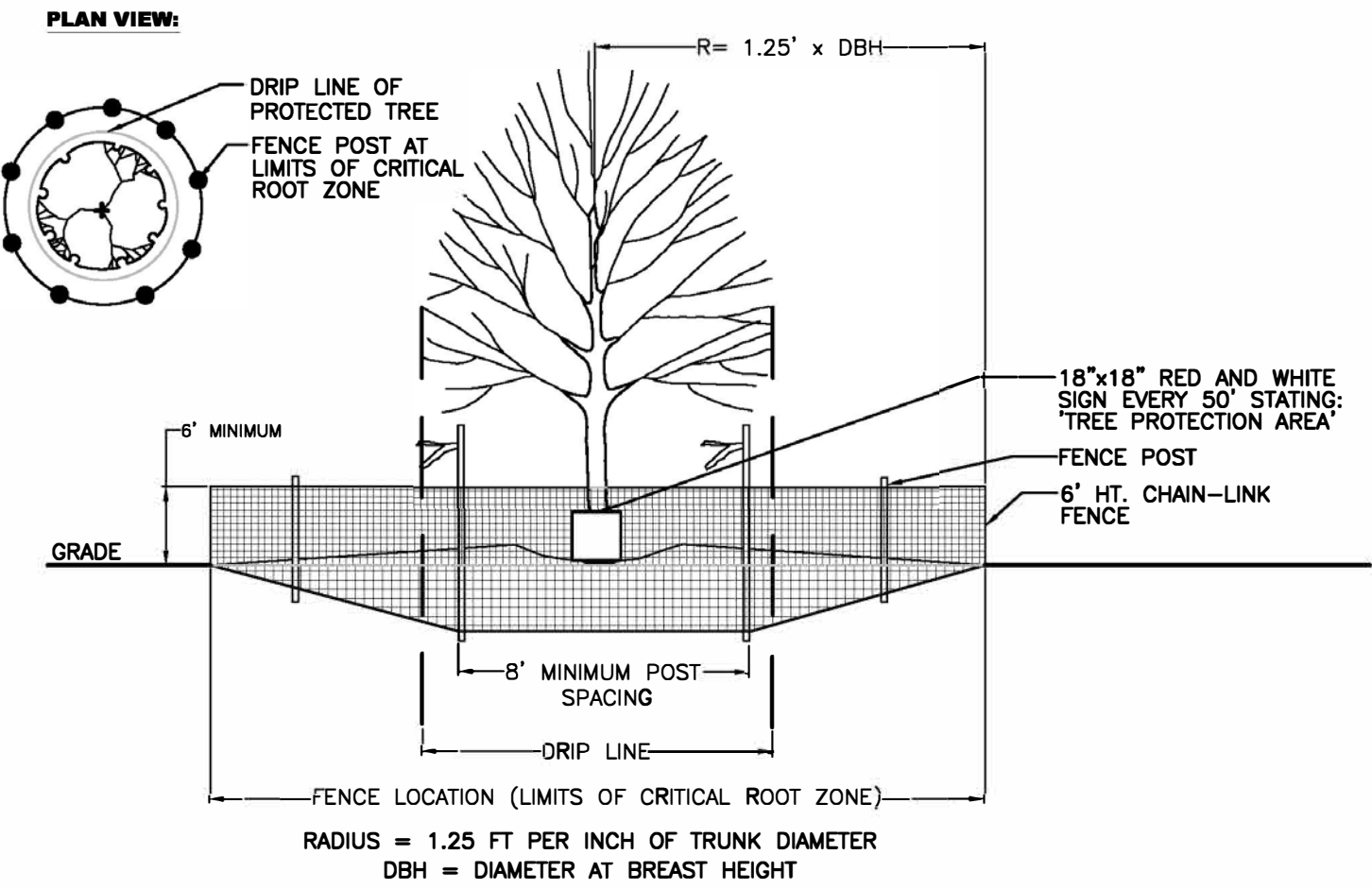
NOT ALL PROTECTED TREES TO BE REMOVED.

TREE INVENTORY TABLE						
TREE #	COMMON NAME	SCIENTIFIC NAME	STATUS	DBH	NORTHING/EASTING	TREE CONDITION/RISK POTENTIAL
TRACT 1						
4292	BLACKJACK OAK	QUERCUS MARILANDICA	SPECIMEN: TO REMAIN	33.3"	N=70656615.75/E=2394631.69"	HEALTHY TREE - MIN RISK

NOTE TO CONTRACTOR

ALL TREE PROTECTION FENCING SHALL BE INSTALLED AS PER THE TREE PROTECTION FENCING DETAIL (THIS SET) AND BE APPROVED BY THE CITY OF FLOWER MOUND, TX. PRIOR TO BEGINNING ANY EARTH MOVING ACTIVITIES.

ALL SIGNIFICANT GRADE CHANGES ADJACENT TO TREE PROTECTION FENCING ALSO SHALL BE STAKED AND LABELED PRIOR TO THE INSPECTION.



TREE PROTECTION FENCING

- ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
- PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO PLANS AND SPECIFICATIONS FOR TREE PROTECTION.
- PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
- EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.
- PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE LIMITS OF THE CRITICAL ROOT ZONE. FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6") OR TRENCHING NOT REVIEWED BY CITY ARBORIST.
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TREE INVENTORY PREPARED BY:
CHARLES R. WALKER
ISA CERTIFIED ARBORIST
SO-6611A
EXPIRATION DATE: DEC. 31, 2020



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907
**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

**PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE**

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1900
Detroit, MI 48226
www.norr.com



CONSULTANT:



DEVELOPER:



SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE:

**TRACT I
TREE SURVEY**

SHEET NUMBER:

9 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION

**Exhibit “B”
Development Standards**

**Planned Development District - 164 (PD - 164)
Balekian Addition/CVS**

The development on the Property comprising approximately 24.548 acres of land within the corporate limits of the Town of Flower Mound (“Town”) shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Tract 1 Conceptual Site Plan.
3. Exhibit E. Conceptual Landscape Plan.
4. Exhibit F: Tract 1 Conceptual Landscape Plan.
5. Exhibit G: Tract 2 Conceptual Landscape Plan.
6. Exhibit H: Tract 1 Conceptual Elevations.

I. Tract 1.

Development of the Tract 1 portion of the Planned Development, comprising approximately 2.481 acres of land, shall comply with all regulations applicable to the Retail District-1 (R-1) contained in the Town’s Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

A. Permitted Uses.

1. The following uses shall be the only permitted uses within this tract:
 - Accessory use, general, subject to section 98-972.
 - Accessory retail/service uses.
 - Antique shop.
 - Art supply store.
 - Art gallery or handicraft sales.
 - Bakery or confectionery shop, retail.
 - Bank or savings and loan.
 - Book or stationary store or newsstand.
 - Church or rectory.
 - Cleaning/laundry pickup station only.
 - Community center, public.
 - Custom personal service.
 - Dancing, drama, or music school or studio.
 - Drugstore or pharmacy.

- Fire station.
- Florist.
- Laboratory, medical and dental.
- Local utility line.
- Off-street parking, accessory.
- Office, general business and professional.
- Office, medical or dental.
- Optical sales.
- Park or playground, public.
- Personal improvement services.
- Railroad track.
- Restaurant, general.
- Retail, single tenant (less than 25,000 square feet).
- Swimming pool, public.
- Travel bureau or consultant.

B. Specific Uses.

1. The following uses shall be the only specific uses within this tract, subject to approval of a Specific Use Permit (SUP) by the Town Council.

- Assembly hall.
- Cemetery or mausoleum.
- Communication tower, commercial, subject to 98-977.
- Day care center.
- Electrical line/substation, high voltage, subject to section 98-979.
- Health club or athletic club.
- Laboratory, scientific and research.
- Museum, library or art gallery, public.
- Private franchise utility (not listed).
- Retail general (indoors).
- Retail, single tenant (25,000 square feet but less than 50,000 square feet).
- Transmission pipeline, subject to section 98-997.
- Water well, storage or pump station Accessory use, general, subject to section 98-972.

- C. Temporary Uses. The uses listed as Temporary Uses in the Retail District-1 (R-1) in the Town's Zoning Ordinance may be permitted within this tract only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

D. Dimensional Regulations.

1. Except as provided in this section, the dimensional regulations listed for Retail District-1 (R-1) in the Town's Zoning Ordinance shall be required within this tract.
2. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to Section 98-1029.

E. Architectural Standards.

1. Except as provided in this section, the Town's Urban Design Plan shall apply to all uses within this tract.
2. For a drug store or pharmacy, elevations shall comply with Exhibit, "H".

F. Miscellaneous Standards.

1. For a drug store or pharmacy, the following amenities shall be required within Tract 1.
 - Seating areas such as benches and seat walls shall be located as shown on Exhibit D;
 - Bike racks;
 - Enhanced landscaping; and
 - Enhanced pavement for the pedestrian crossing at the building entrance.

G. Supplemental Standards.

1. Drug store or pharmacy. Operation of the drive-thru window shall be limited to the hours between 7:00 a.m and 10:00 p.m., Monday through Sunday.
2. All landscaping, common areas, and open space shall be in general conformance with Exhibit "F".

II. Tract 2.

Development of the Tract 2 portion of the Planned Development, comprising approximately 22.079 acres of land, shall comply with all regulations applicable to the Single-Family Estate District (SF-E) contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

A. Permitted Uses:

1. The following uses shall be the only permitted uses within this tract:
 - Church or rectory.
 - Dwelling, single-family detached.
 - Accessory use, general, subject to Section 98-972.
 - Garage Sale, subject to Section 98-982.
 - Home occupation, subject to Section 98-984.
 - Model home.
 - Swimming pool, private; subject to Section 98-996.
 - Tennis Courts.

B. Specific Uses: The following use shall be the only specific use within this tract, subject to approval of a Specific Use Permit (SUP) by the Town Council

- Accessory dwelling, subject to section 98-983.

C. Temporary Uses. Only the following temporary uses may be permitted within this tract subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

- Asphalt/concrete batch plant, temporary, subject to section 98-974.
- Christmas tree sales.
- Field office, temporary.
- Pumpkin Patch.

D. Minimum and maximum dimensions.

1. Minimum lot area per dwelling. The minimum lot area per dwelling unit shall be one acre, subject to section 98-1023.
2. Minimum lot width. The minimum lot width for residential uses shall be 150 feet, subject to section 98-1024.
3. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,400 square feet, subject to 98-1025.
4. Minimum front yard. The minimum front yard shall be 40 feet, subject to section 98-1026.
5. Minimum side yard. The minimum side yard shall be 20 feet for all uses, subject to section 98-1027.
6. Minimum rear yard. The minimum rear yard shall be 20 feet, subject to section 98-1027.
7. Maximum lot coverage. The maximum lot coverage shall be 25 percent for all uses, subject to section 98-129.
8. Maximum floor area ratio. There shall be no maximum floor area ratio.
9. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to section 98-1031.

E. Supplemental Standards.

1. Required fencing where a residential lot abuts an open space area shall be installed in general conformance with Exhibit "G".
2. All landscaping, common areas, and open space for shall be in general conformance with Exhibit "G".
3. Development shall include all of the improvements as depicted within the Tract 2 portion of Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.
4. Use of Tract 2 for seasonal sales of pumpkins and Christmas trees is permitted, subject to compliance with Section 98-976 and Section 98-992 of the Town Code.

III. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development for a Drug store or pharmacy.

A. Tract 1.

1. Pitched Roofs – Urban Design Plan, Section 12.1.
 - a. A waiver to the pitched roof requirement of buildings less than 15,000 square feet is granted.
2. Compatibility Buffer-Section 82-302.
 - a. A minimum compatibility buffer of ten feet shall be provided along the northern and eastern property lines.
3. Compatibility Setback-Section 82-303.
 - a. The minimum building setback from the northern property line shall be 35 feet.

IV. Miscellaneous Standards.

- A. For Tract 2, the maximum number of residential lots is eleven.
- B. Environmental Protection Plan. This Planned Development is subject to an approved Environmental Protection Plan.

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 24.548 ACRES OF LAND SITUATED IN THE WILLIAM MALONE SURVEY, ABSTRACT NO. 855, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 164 (PD-164) WITH SINGLE-FAMILY ESTATE SF-E) AND RETAIL DISTRICT-1 (R-1) USES, IN ACCORDANCE WITH THE TOWN'S MASTER PLAN AND SPECIFIC REQUIREMENTS AND EXHIBITS INCORPORATED HEREIN; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 24.548 acres of land situated in the William Malone Survey, Abstract No. 855, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 164 (PD-164) with Single-Family Estate (SF-E) and Retail District-1 (R-1) uses; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on October 22, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on November 5, 2018, with respect to the proposed planned development district as described herein; and,

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

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

ORDINANCE NO. _____**Page 2**

SECTION 1

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

Approximately 24.548 acres of land situated in the William Malone Survey, Abstract No. 855, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 164 (PD-164) with Single-Family Estate (SF-E) and Retail District-1 (R-1) uses.

SECTION 2

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 164 (PD-164), attached hereto as Exhibits "B", "C", "D", "E", "F", "G", and "H", each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, Tract 1 conceptual site plan, conceptual landscape plan, Tract 1 conceptual landscape plan, Tract 2 conceptual landscape plan, and Tract 1 conceptual elevations for this Planned Development District No. 164 (PD-164).

SECTION 3

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Planned Development District No. 164 (PD-164), as set forth above.

SECTION 4

The use of the property described above shall be subject to all restrictions, terms and conditions contained in "B", "C", "D", "E", "F", "G", and "H", attached hereto, as well as the applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 5

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

SECTION 6

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences,

ORDINANCE NO. _____

Page 3

clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-13 of the Code of Ordinances of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9

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

SECTION 10

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2018.

APPROVED:

Steve Dixon, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. _____

EXHIBIT "A"

**ZONING CHANGE DESCRIPTION:**

FIELD NOTES to that certain tract situated in the William Malone Survey, Abstract Number 855, Town of Flower Mound, Denton County, Texas, said tract being a portion of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas; the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a Mag nail with a metal washer stamped "JPH Land Surveying" set on the west line of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas (in Lusk Lane), from which an "+" in concrete found at the northwest corner of the said Balekian tract bears NORTH 00 degrees 55 minutes 48 seconds WEST, a distance of 723.63 feet;

THENCE through the interior of Balekian tract, the following calls:

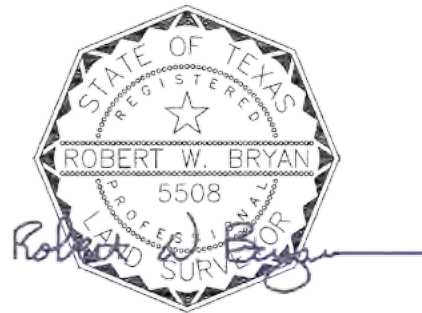
1. SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 430.98 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
1. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 143.23 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
2. SOUTH 77 degrees 25 minutes 54 seconds EAST, at a distance of 16.84 feet passing a set 1/2-inch capped rebar stamped "JPH Land Surveying" and containing in all, a distance of 77.14 feet to set 1/2-inch capped rebar stamped "JPH Land Surveying";
3. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 122.00 feet to 1/2 inch capped rebar stamped "JPH Land Surveying" set on the north line of the tract described in the Final Judgement in Absence of Objection to Denton County recorded under Instrument Number 2011-119889 of the Official Public Records of Denton County, Texas (north line of Cross Timbers Road), from which a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at an angle point in north line of the said Denton County tract bears SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 118.90 feet;

THENCE NORTH 77 degrees 25 minutes 54 seconds WEST, with the north line of the Denton County tract, a distance of 375.21 feet to 1/2-inch capped rebar stamped "JPH Land Surveying" at an angle point;

- THENCE NORTH 15 degrees 19 minutes 21 seconds WEST, continuing with the north line of the Denton County tract, a distance of 175.19 feet to a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at the most northerly northeast corner of the Denton County tract;
- THENCE SOUTH 89 degrees 05 minutes 22 seconds WEST, continuing with the north line of the Denton County tract, a distance of 23.78 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the northwest corner of the Denton County tract;
- THENCE NORTH 00 degrees 55 minutes 48 seconds WEST, with the said west line of the Balekian tract (in Lusk Lane), a distance of 119.23 feet returning to the Point of Beginning and enclosing 2.481 acres ($\pm 108,090$ square feet).

Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.

Robert W. Bryan
Registered Professional
Land Surveyor No. 5508
robertb@jphls.com
February 7, 2018
(Revised March 26, 2018 to add Lusk Lane R.O.W.)



JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Austin ★ Abilene

Attachment 2 - Draft Ordinance



22.067-ACRE REMAINDER DESCRIPTION:

FIELD NOTES to that certain tract situated in the William Malone Survey, Abstract Number 855, Town of Flower Mound, Denton County, Texas, said tract being a portion of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas, together with all of the tract described in the deed to LB Flower Mound, LLC recorded under Instrument Number 2015-94715 of the Official Public Records of Denton County, Texas; the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a Mag nail with a metal washer stamped "JPH Land Surveying" set on the west line of the tract described in the deed to Robert A. Balekian and wife, Janet I. Balekian recorded in Volume 1170, Page 254 of the Deed Records of Denton County, Texas (in Lusk Lane),

THENCE NORTH 00 degrees 55 minutes 48 seconds WEST, passing at a distance of 723.63 feet an "+" in concrete found the northwest corner of the said Balekian tract, and continuing on said course, in all, a total distance of 1,233.31 feet to the northwest corner of the said LB Flower Mound tract;

THENCE SOUTH 89 degrees 56 minutes 49 seconds EAST, with the north line of the LB Flower Mound tract, passing at a distance of 39.19 feet a found 5/8 inch rebar, and continuing on said course, in all, a total distance of 685.19 feet to the northeast corner of the LB Flower Mound tract;

THENCE SOUTH 00 degrees 37 minutes 39 seconds EAST, with the east line of the LB Flower Mound tract and the Balekian tract, a distance of 1,651.57 feet to a 1/2 inch capped rebar stamped "KAZ" found at the northeast corner of the tract described in the Final Judgement in Absence of Objection to Denton County recorded under Instrument Number 2011-119889 of the Official Public Records of Denton County, Texas (north line of Cross Timbers Road);

THENCE NORTH 79 degrees 36 minutes 47 seconds WEST, with the north line of the said Denton County tract (north line of Cross Timbers Road), a distance of 131.13 feet to a a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at an angle point on the north line of the Denton County tract (north line of Cross Timbers Road);

THENCE NORTH 77 degrees 25 minutes 54 seconds WEST, continuing with the north line of the Denton County tract (north line of Cross Timbers Road), a distance of 118.90 feet;

THENCE through the interior of Balekian tract, the following calls:

1. NORTH 12 degrees 34 minutes 06 seconds EAST, a distance of 122.00 feet;

Dallas-Fort Worth

807 Bluebonnet Drive, Suite C
Keller, Texas 76248
(817)431-4971
Firm #10019500

Austin

1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene

680 County Road 207
Ovalo, Texas 79541
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

2. NORTH 77 degrees 25 minutes 54 seconds WEST, a distance of 77.14 feet;
3. NORTH 12 degrees 34 minutes 06 seconds EAST, a distance of 143.23 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
4. NORTH 77 degrees 25 minutes 54 seconds WEST, a distance of 430.98 feet returning to the Point of Beginning and enclosing 22.067 acres ($\pm 961,246$ square feet).

Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.

Jewel Chadd
Registered Professional
Land Surveyor No. 5754
jewel@jphls.com
April 13, 2018
Job No. 2017.094.004 FM

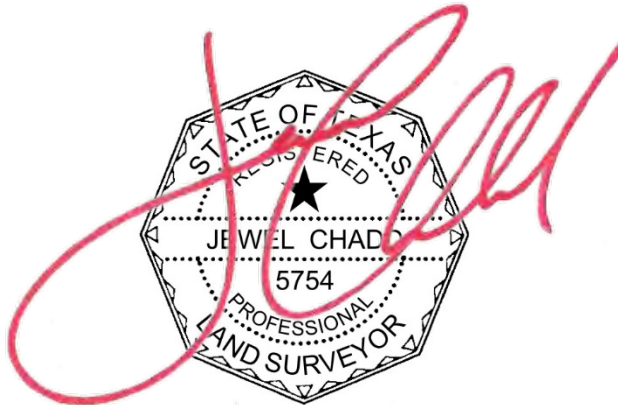


Exhibit "B"
Development Standards

Planned Development District - 164 (PD - 164)
Balekian Addition/CVS

The development on the Property comprising approximately 24.548 acres of land within the corporate limits of the Town of Flower Mound ("Town") shall be in accordance with the Town of Flower Mound *Master Plan* and the Land Development Regulations of the Town of Flower Mound, Texas, as amended, and shall be subject to the following conditions and requirements.

A. Exhibits.

The following exhibits are incorporated into this Planned Development District:

1. Exhibit C: Conceptual Site Plan.
2. Exhibit D: Tract 1 Conceptual Site Plan.
3. Exhibit E. Conceptual Landscape Plan.
4. Exhibit F: Tract 1 Conceptual Landscape Plan.
5. Exhibit G: Tract 2 Conceptual Landscape Plan.
6. Exhibit H: Tract 1 Conceptual Elevations.

I. Tract 1.

Development of the Tract 1 portion of the Planned Development, comprising approximately 2.481 acres of land, shall comply with all regulations applicable to the Retail District-1 (R-1) contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

A. Permitted Uses.

1. The following uses shall be the only permitted uses within this tract:
 - Accessory use, general, subject to section 98-972.
 - Accessory retail/service uses.
 - Antique shop.
 - Art supply store.
 - Art gallery or handicraft sales.
 - Bakery or confectionery shop, retail.
 - Bank or savings and loan.
 - Book or stationary store or newsstand.
 - Church or rectory.
 - Cleaning/laundry pickup station only.
 - Community center, public.
 - Custom personal service.
 - Dancing, drama, or music school or studio.
 - Drugstore or pharmacy.

- Fire station.
- Florist.
- Laboratory, medical and dental.
- Local utility line.
- Off-street parking, accessory.
- Office, general business and professional.
- Office, medical or dental.
- Optical sales.
- Park or playground, public.
- Personal improvement services.
- Railroad track.
- Restaurant, general.
- Retail, single tenant (less than 25,000 square feet).
- Swimming pool, public.
- Travel bureau or consultant.

B. Specific Uses.

1. The following uses shall be the only specific uses within this tract, subject to approval of a Specific Use Permit (SUP) by the Town Council.

- Assembly hall.
- Cemetery or mausoleum.
- Communication tower, commercial, subject to 98-977.
- Day care center.
- Electrical line/substation, high voltage, subject to section 98-979.
- Health club or athletic club.
- Laboratory, scientific and research.
- Museum, library or art gallery, public.
- Private franchise utility (not listed).
- Retail general (indoors).
- Retail, single tenant (25,000 square feet but less than 50,000 square feet).
- Transmission pipeline, subject to section 98-997.
- Water well, storage or pump station Accessory use, general, subject to section 98-972.

- C. Temporary Uses. The uses listed as Temporary Uses in the Retail District-1 (R-1) in the Town's Zoning Ordinance may be permitted within this tract only upon approval of a temporary use permit in accordance with the procedures and standards of 78-87 of the Land Development Code, "Temporary Use Permits".

D. Dimensional Regulations.

1. Except as provided in this section, the dimensional regulations listed for Retail District-1 (R-1) in the Town's Zoning Ordinance shall be required within this tract.
2. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to Section 98-1029.

E. Architectural Standards.

1. Except as provided in this section, the Town's Urban Design Plan shall apply to all uses within this tract.
2. For a drug store or pharmacy, elevations shall comply with Exhibit, "H".

F. Miscellaneous Standards.

1. For a drug store or pharmacy, the following amenities shall be required within Tract 1.
 - Seating areas such as benches and seat walls shall be located as shown on Exhibit D;
 - Bike racks;
 - Enhanced landscaping; and
 - Enhanced pavement for the pedestrian crossing at the building entrance.

G. Supplemental Standards.

1. Drug store or pharmacy. Operation of the drive-thru window shall be limited to the hours between 7:00 a.m and 10:00 p.m., Monday through Sunday.
2. All landscaping, common areas, and open space shall be in general conformance with Exhibit "F".

II. Tract 2.

Development of the Tract 2 portion of the Planned Development, comprising approximately 22.079 acres of land, shall comply with all regulations applicable to the Single-Family Estate District (SF-E) contained in the Town's Land Development Regulations, as amended, except as otherwise provided and/or limited herein.

A. Permitted Uses:

1. The following uses shall be the only permitted uses within this tract:
 - Church or rectory.
 - Dwelling, single-family detached.
 - Accessory use, general, subject to Section 98-972.
 - Garage Sale, subject to Section 98-982.
 - Home occupation, subject to Section 98-984.
 - Model home.
 - Swimming pool, private; subject to Section 98-996.
 - Tennis Courts.

B. Specific Uses: The following use shall be the only specific use within this tract, subject to approval of a Specific Use Permit (SUP) by the Town Council

- Accessory dwelling, subject to section 98-983.

C. Temporary Uses. Only the following temporary uses may be permitted within this tract subject to the approval of a temporary use permit in accordance with the procedures and standards of section 78-87 of the Code, "Temporary Use Permits":

- Asphalt/concrete batch plant, temporary, subject to section 98-974.
- Christmas tree sales.
- Field office, temporary.
- Pumpkin Patch.

D. Minimum and maximum dimensions.

1. Minimum lot area per dwelling. The minimum lot area per dwelling unit shall be one acre, subject to section 98-1023.
2. Minimum lot width. The minimum lot width for residential uses shall be 150 feet, subject to section 98-1024.
3. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 2,400 square feet, subject to 98-1025.
4. Minimum front yard. The minimum front yard shall be 40 feet, subject to section 98-1026.
5. Minimum side yard. The minimum side yard shall be 20 feet for all uses, subject to section 98-1027.
6. Minimum rear yard. The minimum rear yard shall be 20 feet, subject to section 98-1027.
7. Maximum lot coverage. The maximum lot coverage shall be 25 percent for all uses, subject to section 98-129.
8. Maximum floor area ratio. There shall be no maximum floor area ratio.
9. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to section 98-1031.

E. Supplemental Standards.

1. Required fencing where a residential lot abuts an open space area shall be installed in general conformance with Exhibit "G".
2. All landscaping, common areas, and open space for shall be in general conformance with Exhibit "G".
3. Development shall include all of the improvements as depicted within the Tract 2 portion of Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.
4. Use of Tract 2 for seasonal sales of pumpkins and Christmas trees is permitted, subject to compliance with Section 98-976 and Section 98-992 of the Town Code.

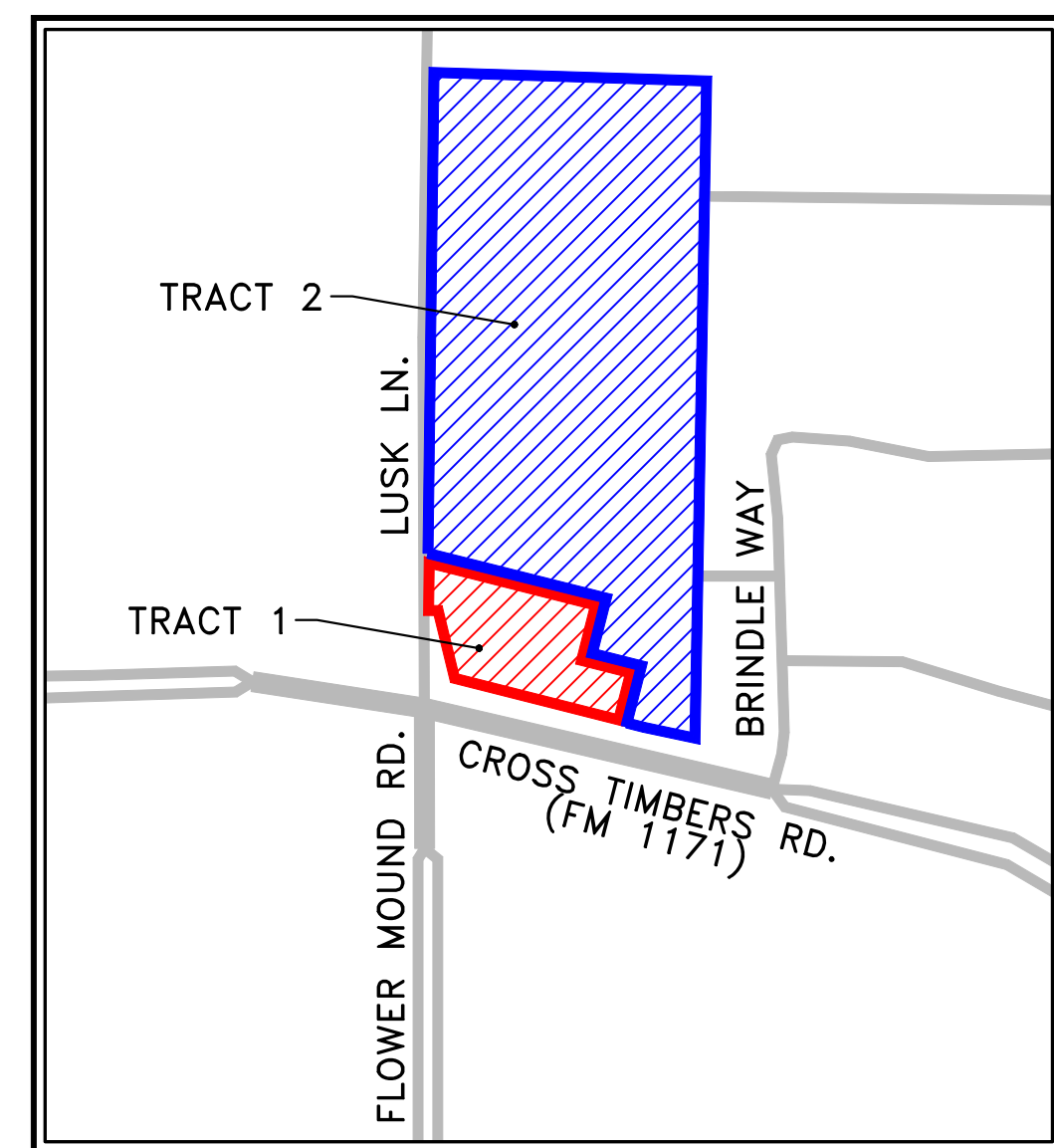
III. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development for a Drug store or pharmacy.

A. Tract 1.

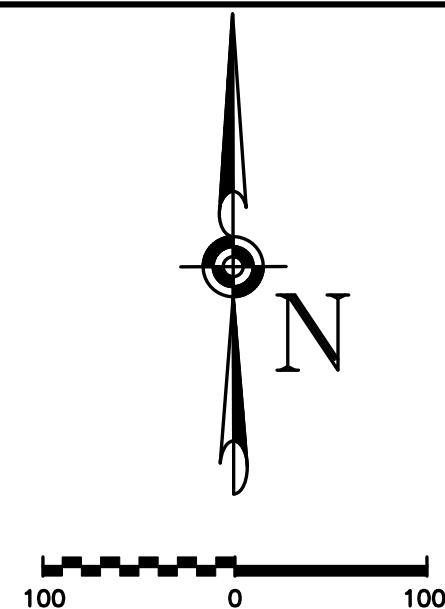
1. Pitched Roofs – Urban Design Plan, Section 12.1.
 - a. A waiver to the pitched roof requirement of buildings less than 15,000 square feet is granted.
2. Compatibility Buffer-Section 82-302.
 - a. A minimum compatibility buffer of ten feet shall be provided along the northern and eastern property lines.
3. Compatibility Setback-Section 82-303.
 - a. The minimum building setback from the northern property line shall be 35 feet.

IV. Miscellaneous Standards.

- A. For Tract 2, the maximum number of residential lots is eleven.
- B. Environmental Protection Plan. This Planned Development is subject to an approved Environmental Protection Plan.



VICINITY MAP



TRACT 1	2.48 ACRES
TRACT 2	22.07 ACRES
TOTAL	24.55 ACRES

LEGEND

-  - TRACT 1 BOUNDARY
-  - TRACT 2 BOUNDARY
-  - FIRE LANE CONCRETE
-  - ROW DEDICATION
-  - BUILDING SIDEWALK
-  - DECORATIVE STAMPED CONCRETE
-  - GRAVEL DRIVEWAY
-  - ARCHITECTURAL CONCRETE
-  - EQUESTRIAN TRAIL
-  - 6" RAISED CONCRETE CURB
-  - PAINTED TRAFFIC ISLAND
-  - CUSTOMER PARKING COUNT
-  - HANDICAP SIGN
-  - CVS PHARMACY SIGN
-  - ACCESSIBLE SYMBOL
-  - EXISTING TREE TO REMAIN

SITE DATA			
	TRACT 1		TRACT 2
PHYSICAL ADDRESS	NEC CROSS TIMBERS RD & LUSK LN		NEC CROSS TIMBERS RD & LUSK LN
CROSS SITE AREA	2.48 AC (108,090 SF)		2.81 AC (161,246 SF)
NET SITE AREA	1.15 (50,100 SF)		2.19 (955,271 SF)
ZONING	AGRICULTURAL		AGRICULTURAL
CURRENT ZONING	UNDEVELOPED		ONE DWELLING UNIT AND ACCESSORY BUILDING; BALANCE OF ACREAGE IS UNDEVELOPED.
CURRENT USE			NOTE: PUMPKIN PATCH AND CHRISTMAS TREE SALES PERMITTED, SUBJECT TO SPECIAL EVENT PERMIT
PROPOSED USE	RETAIL		SINGLE-FAMILY ESTATE DISTRICT USES
LOT COVERAGE DATA (NET AREA)			CURRENT PROPOSED
BUILDING COVERAGE	14% (14,612 SF)		1.45% (13,916 SF) 5.51% (52,977 SF)
IMPERVIOUS AREA	59% (63,550 SF)		1.45% (13,916 SF) 25% MAX (240,342 SF)
PERVIOUS AREA	41% (44,540 SF)		98.55% (947,330 SF) 75% MAX (721,027 SF)
BUILDING			
PEAK PARAPET HEIGHT	1 STORY, 35'-0"		25'
PEAK ROOF HEIGHT	28'-6"		25 STORIES
TOTAL BUILDING AREA	14,612 SF		13,916 SF
PHASE	SINGLE PHASE		N/A
PARKING REQUIRED (1/250 SF)	66 SPACES		N/A
PARKING PROVIDED	50 SPACES		2 PER DWELLING UNIT
HANDICAP PARKING	50 SPACES		N/A
			11 BUILDABLE LOTS & 6 X-LOTS

NOTES

1. ALL RETAINING/DRAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRING A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST BE REMOVED IMMEDIATELY UPON COMPLETION OF THE REGULATORY PROCESS.
7. RETAINING WALLS 4' AND ABOVE (INCLUDING FOOTING) NEED A SEPARATE PERMIT THROUGH BUILDING INSPECTIONS.



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com

NORR
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:



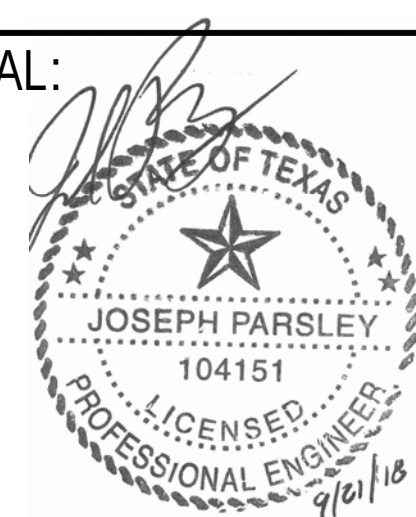
DEVELOPER:



ORANGE
DEVELOPMENT

1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

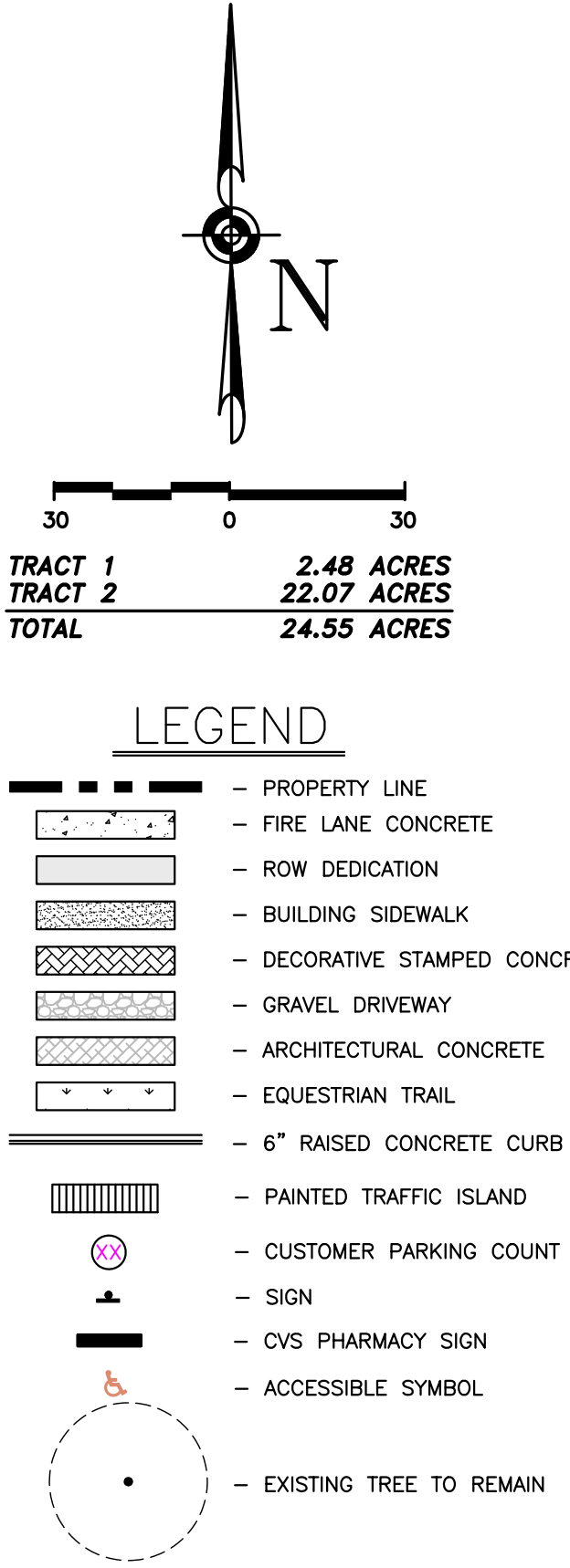
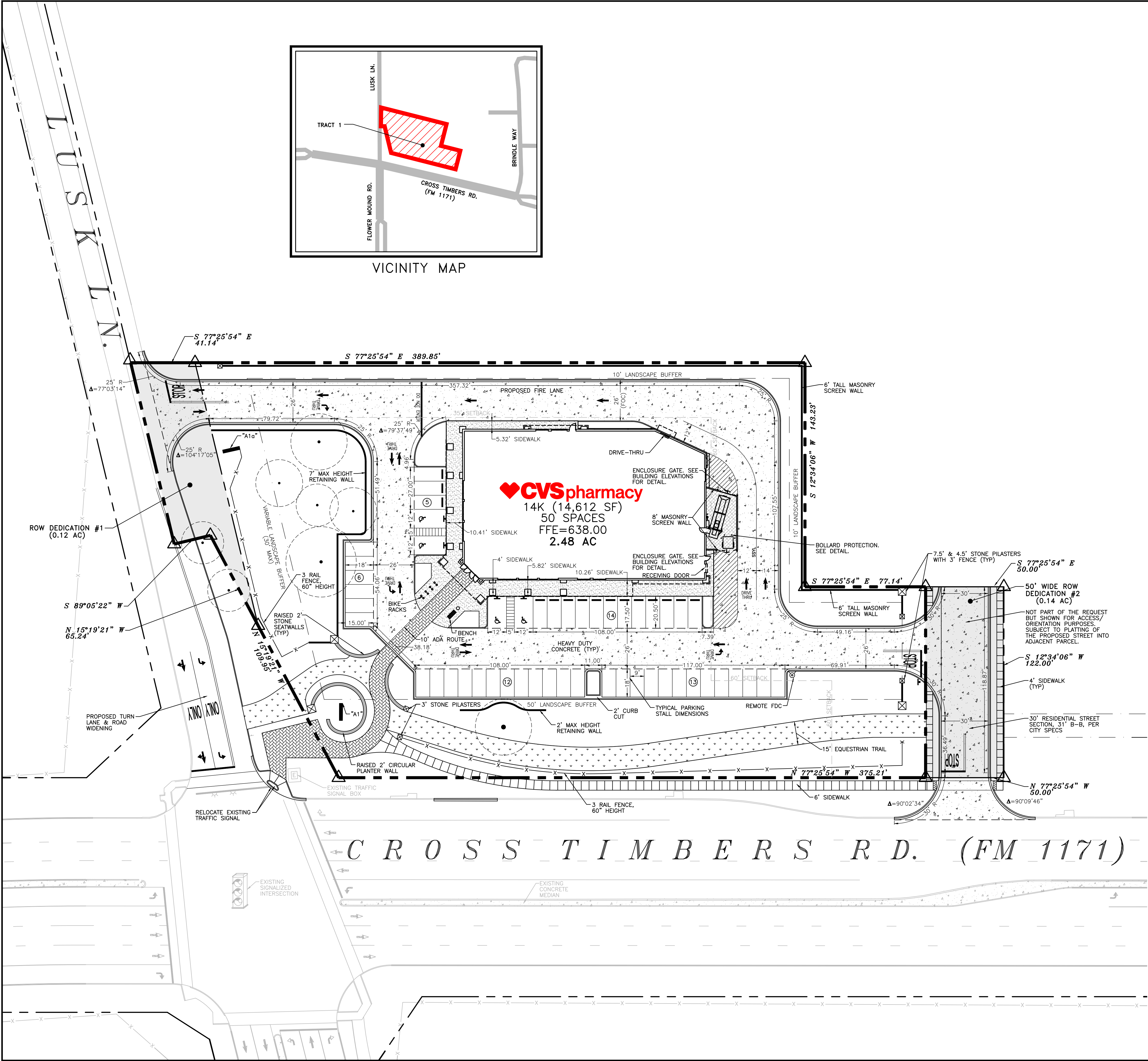
JOB NUMBER: N/A

TITLE: CONCEPTUAL
SITE PLAN

SHEET NUMBER:

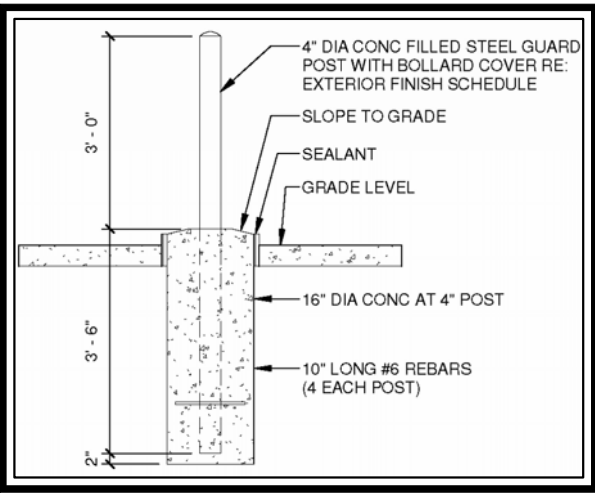
4 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



SITE DATA TABLE		
PHYSICAL ADDRESS	NEC CROSS TIMBERS RD & LUSK LN	
GROSS SITE AREA	2.48 ACRES	(108,090 SF)
NET SITE AREA	2.36 ACRES	(103,000 SF)
ZONING	UNDEVELOPED	
CURRENT ZONING	AGRICULTURAL	
PROPOSED USE	RETAIL	
LOT COVERAGE DATA (NET AREA)	14%	(14,612 SF)
BUILDING COVERAGE	59%	(63,550 SF)
IMPERVIOUS AREA	59%	(63,550 SF)
PERVIOUS AREA	41%	(44,540 SF)
BUILDING		
PEAK PARAPET HEIGHT	35'-0"	
PEAK ROOF HEIGHT	26'-8"	
TOTAL BUILDING AREA	14,612 SF	
PHASE	SINGLE PHASE	
PARKING REQUIRED (17,250 SF)	50 SPACES	
PARKING PROVIDED	50 SPACES	
HANDICAP PARKING	4 SPACES	

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



CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES, APPURTENANCES AND IMPROVEMENTS WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.

**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE

DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

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NORR
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:

7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:

ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:

REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

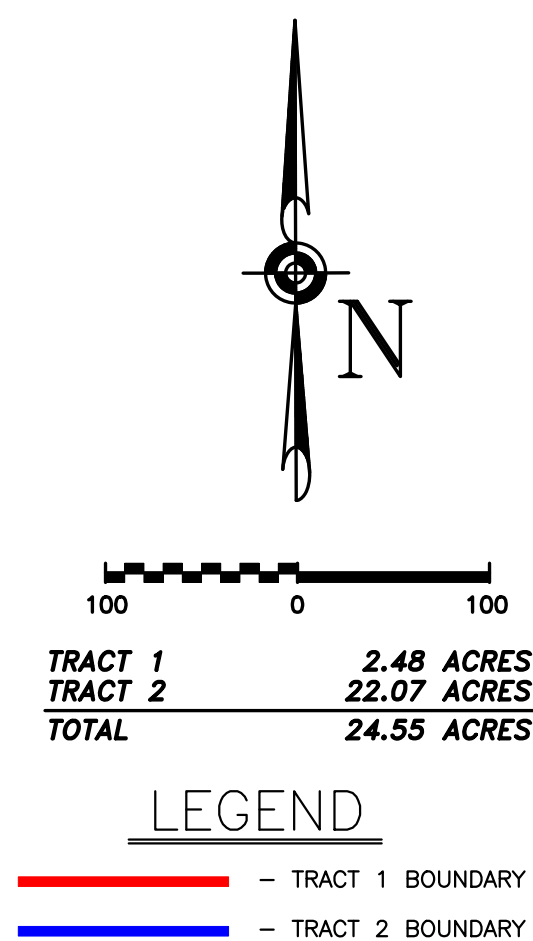
DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE: **TRACT 1 CONCEPTUAL
SITE PLAN**

SHEET NUMBER:



TRACT 2 NOTES & LEGEND:

- 5 (•) EXISTING TREES TO REMAIN

TREE SELECTION:
ALL PROPOSED TREES SHALL BE SELECTED FROM THE
CITY OF FLOWER MOUND, TX APPROVED PLANT LISTS.

TRACT 1 LANDSCAPE TABULATION CHART			
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	72,256 S.F.	14,451 S.F.	39,340 S.F. OR 54%
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
10,000 TO 110,000 S.F. =10 FOR 1ST 10,000SF +1PER 2,500SF OF BAL.	72,256 S.F.	36 TREES	36 TREES
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
CROSS TIMBERS RD. FM 1171	50'	50'	
LUSK LN.	15'	15' TO 30'	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 LF	CROSS TIMBERS RD. FM 1171 = 375 LF	13 TREES	1 EXISTING TREES 4 LARGE CANOPY TREES 8 (24 UTILITY TREES @ 3:1) 13 TREE UNITS PROVIDED
1 PER 30 LF	LUSK LN. = 253 LF	8 TREES	7 LARGE CANOPY TREES 1 (3 UTILITY TREES @ 3:1) 8 TREE UNITS PROVIDED
PARKING AREA LANDSCAPING			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	50	375 S.F.	945 S.F.
PARKING AREA TREES			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	50	5 TREES	5 TREES

ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE.

TRACT 2 LANDSCAPE TABULATION CHART			
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	LUSK LN. = 1,242 L.F. (LESS DRIVE) -30 L.F. LUSK LN. = 1,212 L.F.	40 TREES OVERHEAD UTILITIES EXIST. (USE UTILITY TREES @ 3:1) 120 UTILITY TREES	1 EXISTING TREE 0 LARGE CANOPY TREES 39 (117 UTILITY TREES @ 3:1) 40 TREE UNITS PROVIDED



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

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FLOWER MOUND, TEXAS**

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1200 CORPORATE DRIVE
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SEAL :



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

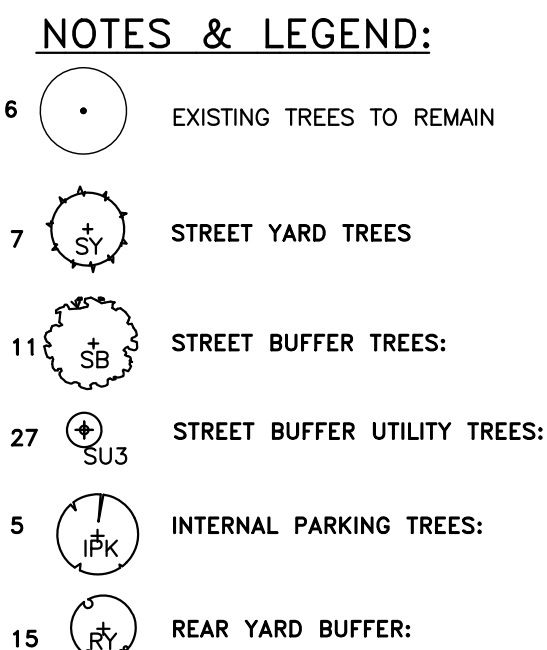
TITLE: CONCEPTUAL

CONCEPTUAL LANDSCAPE PLAN

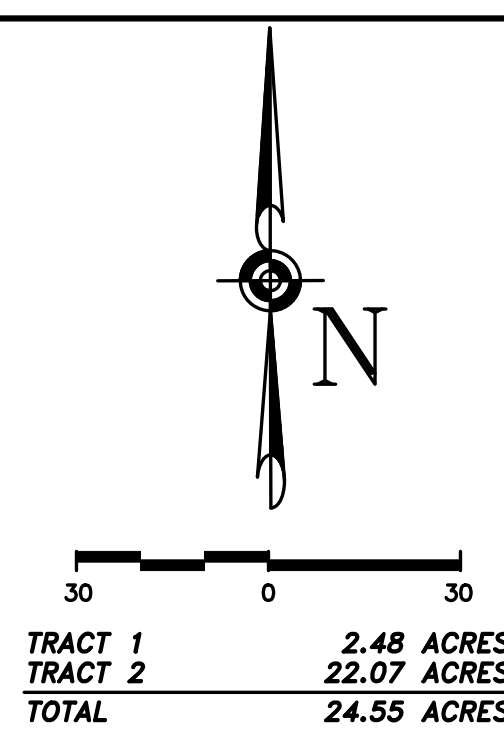
SHEET NUMBER:

10 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



TREE SELECTION:
ALL PROPOSED TREES SHALL BE SELECTED FROM THE
CITY OF FLOWER MOUND, TX APPROVED PLANT LISTS.



TRACT 1 LANDSCAPE TABULATION CHART

STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	72,256 S.F.	14,451 S.F.	39,340 S.F. OR 54%
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQUARE FEET)	REQUIRED	PROVIDED
10,000 TO 110,000 S.F. =10 FOR 1ST 10,000SF +1 PER 2,000SF OF BAL	72,256 S.F.	36 TREES	36 TREES
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
CROSS TIMBERS RD. FM 1171	50'	50'	
LUSK LN.	15'	15' TO 30'	
STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F	CROSS TIMBERS RD. FM 1171 = 375 LF	13 TREES	1 EXISTING TREES 4 LARGE CANOPY TREES 8 (24 UTILITY TREES @ 3:1) 13 TREE UNITS PROVIDED
1 PER 30 L.F	LUSK LN. = 253 LF	8 TREES	7 LARGE CANOPY TREES 1 (3 UTILITY TREES @ 3:1) 8 TREE UNITS PROVIDED
PARKING AREA LANDSCAPING			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
90 S.F. PER 12 SPACES	50	375 S.F.	945 S.F.
PARKING AREA TREES			
STANDARD	NUMBER OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	50	5 TREES	5 TREES

ALL PARKING SPACES ARE LOCATED WITHIN 50 FT. OF A TREE.

**PROTECTION MEASURES IN BOTH A "CUT" AND "FILL" SITUATION:
TREE TO REMAIN - EXISTING SIGNIFICANT TREE**

- PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE, THE GENERAL CONTRACTOR SHALL CONTACT:

FULGHAM'S INC. - TREE PRESERVATION		
P.O. BOX 3187	1-800-316-6630	OFFICE
TUPELO, MS 38803	1-662-844-6191	FAX
sales@nationaltreepreservation.com	1-662-231-0210	CELL

FOR THE INITIAL TREATMENT OF THE GROUND WITHIN THE CRITICAL ROOT AREA OF THE TREE. THIS SHALL BE FERTILIZED WITH A PHOSPHORUS RICH FERTILIZER (AS PER SOIL TESTS RECOMMENDATIONS) IN PREPARATION FOR ROOT DISTURBANCE AND HAVE THE AREA WITHIN THE CRITICAL ROOT ZONE AERATED BY MEANS OF A SUBTERRANEAN DEEP-ROOT AERATION AND TREATED WITH A MINERAL, VITAMIN, HORMONE, AND MYCORRHIZAL FUNGI MIXTURE. THIS PROCESS SHALL BE REPEATED ON A REGULAR 6 MONTH CYCLE THROUGHOUT THE DURATION OF THE CONSTRUCTION.

- THE TREE SHALL BE ROOT PRUNED ON THE SIDE OF THE TREE THAT CONSTRUCTION IS TO TAKE PLACE, AND SHALL HAVE ANY DEAD OR BROKEN BRANCHES PRUNED FROM THE CANOPY BY FULGHAM'S INC. OR CERTIFIED ARBORIST.

- TREE PROTECTION FENCING SHALL BE INSTALLED AND A 12" LAYER OF SHREDDED HARDWOOD SHALL BE PLACED OVER THE CRITICAL ROOT AREA OF THE TREE. NOTE: CARE SHALL BE TAKEN NOT TO MOUND MULCH AGAINST THE TRUNK OF THE TREE.
- NO CONSTRUCTION ACTIVITIES, EQUIPMENT, OR MATERIALS SHALL BE STORED OR TAKE PLACE INSIDE THE TREE PROTECTION FENCING.

TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, TREE ROOTS SHALL NOT BE CUT BUT TRENCH SHALL BE TUNNELED UNDER OR AROUND ROOTS BY CAREFUL HAND DIGGING WITHOUT INJURY TO ROOTS.

- IN A CUT SITUATION, ALL MAJOR ROOTS OF THE TREE (2" AND LARGER) SHALL BE EXCAVATED BY HAND, CUT WITH A SHARP INSTRUMENT PRIOR TO FURTHER EXCAVATION TAKING PLACE. THIS WORK SHALL TAKE PLACE UNDER THE DIRECT SUPERVISION OF A CERTIFIED ARBORIST, DOCUMENTED AND PHOTOGRAPHED. THE REPORT SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT. UNDER NO CIRCUMSTANCES SHALL THE ROOTS OF THE TREE BE CUT/RIPPED BY A TRENCHER, BACK HOE, OR OTHER SIMILAR TYPE OF EQUIPMENT.

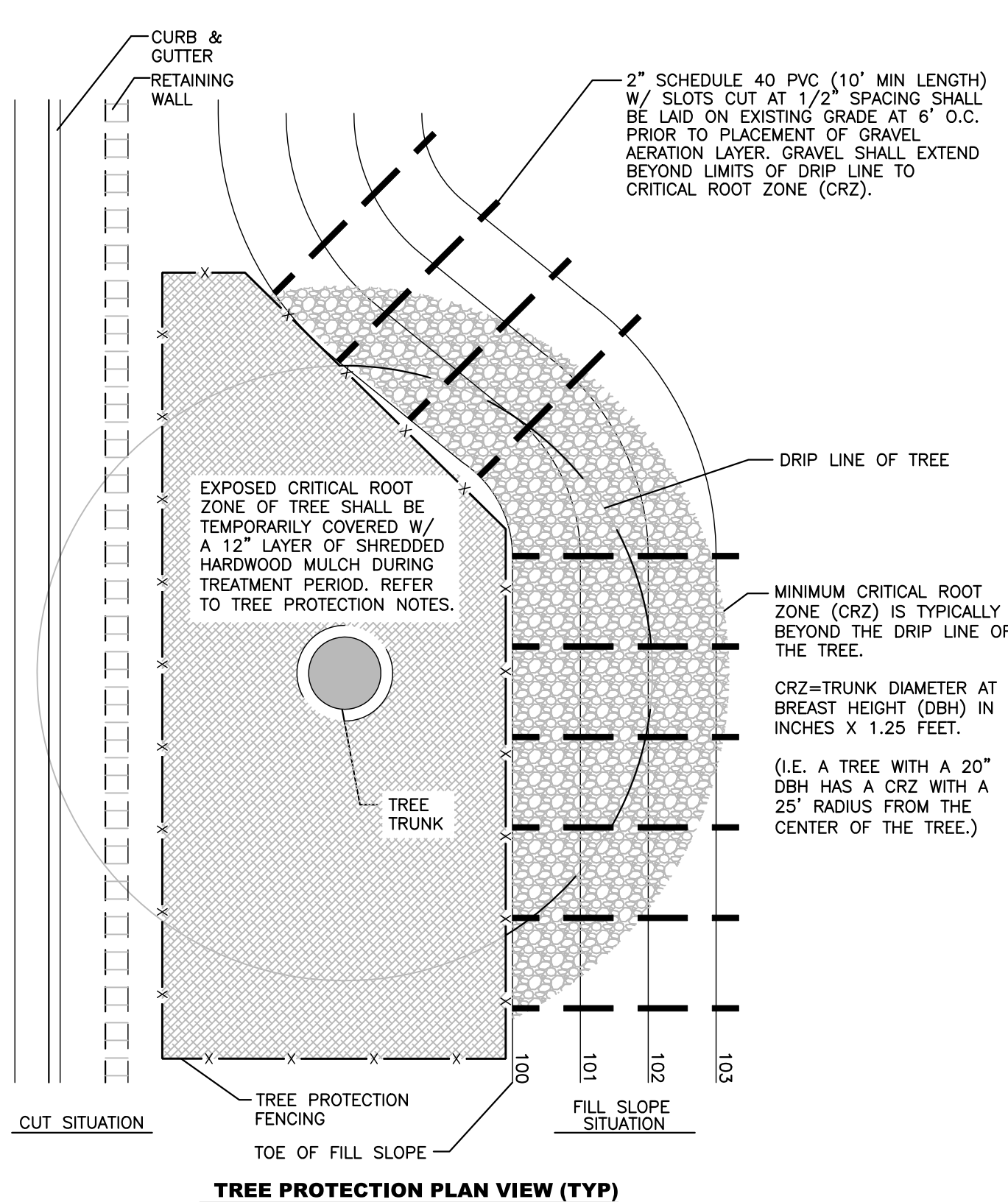
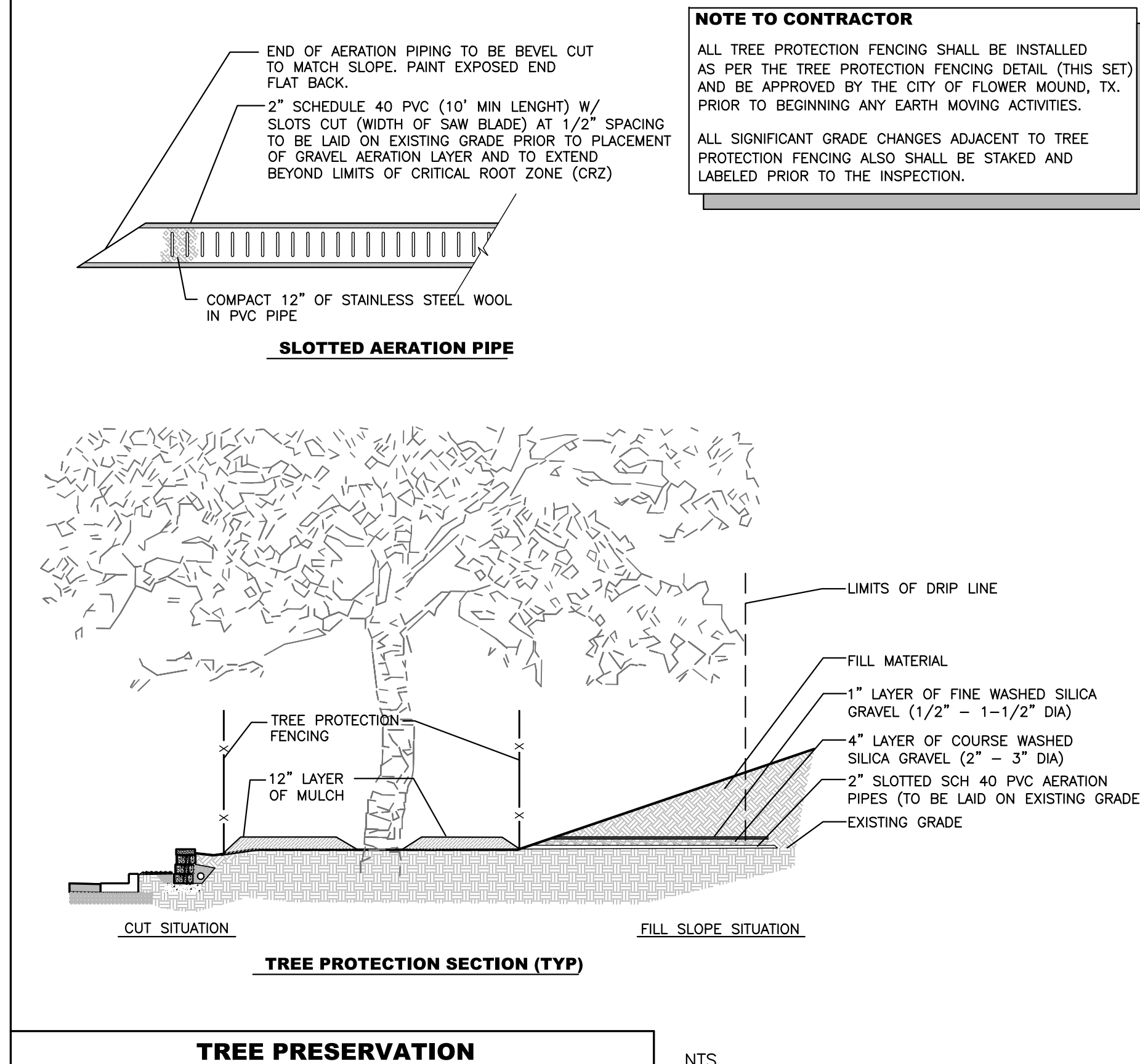
A) WHERE FILL IS LESS THAN 6 INCHES, A GRAVEL AERATION LAYER IS NOT REQUIRED. USE SUB-SURFACE AERATION METHOD ONLY.

B) WHERE FILL IS GREATER THAN 6 INCHES, BUT NOT EXCEEDING 16 INCHES THE SUB-SURFACE AERATION METHOD AND THE GRAVEL AERATION LAYER IS REQUIRED, BUT THE PVC PIPES ARE NOT. IN ADDITION TO THE 4 INCH LAYER OF COURSE AND FINE GRAVEL PLACED OVER THE CRZ, CLEAN WASHED COURSE GRAVEL SHALL BE PLACED FIRST ON THE TRUNKS OF TREES. THE GRAVEL SHALL BE PLACED TO THE TRUNK EXTEND GRADUALLY FROM TRUNK ON ALL SIDES MINIMUM OF 18 INCHES AND FINISH APPROXIMATELY 2 INCHES ABOVE FINISHED GRADE OF TREE. INSTALL GRAVEL BEFORE ANY EARTH IS PLACED. NEW EARTH SHALL NOT BE PLACED UNTIL AFTER THE GRAVEL IS PLACED.

C) WHERE FILL EXCEEDING 16 INCHES IS REQUIRED, APPLY A HEAVY THAN NORMAL APPLICATION OF THE SUB-SURFACE AERATION METHOD. INSTALL SLOTTED AERATION PIPES ON EXISTING GRADE AT A SPACING OF 6 FEET EXCEEDED 6 FEET CENTER-TO-CENTER. PLACE GRAVEL TO THE TOP OF THE PIPE TO A DEPTH OF 3 INCHES, EXTENDING OUT TO THE LIMITS OF THE CRZ OF THE TREE. PLACE CLEAN, WASHED FINE GRAVEL GRADED FROM 1/2 INCH TO 1-1/2 INCH SIZE DIRECTLY OVER COARSE GRAVEL. PLACE 2 INCH DEPT OF 1/2 INCHES. PLACE APPROVED BACKFILL MATERIAL DIRECTLY OVER WASHED GRAVEL TO DESIRED FINISHED GRADE.

- ANY EXCAVATION OR TRENCING WITHIN 50' OF THE TREE'S DRIPLINE SHALL BE PERFORMED WITHIN A TRENCH-BOX.
- 6 MONTHS AFTER THE INITIAL TREATMENT:
 - THE 12" LAYER OF SHREDDED HARDWOOD MULCH SHALL BE REMOVED.
- FULGHAM'S INC. SHALL PERFORM THE SECOND AERATION/TREATMENT BY MEANS OF SUBTERRANEAN AERATION AND FERTILIZATION AND THEN REPEAT THE APPLICATION AT 6 MONTH INTERVALS FOR 24 MONTHS. THE PROGRAM SHALL INCLUDE A MIX OF VITAMINS, FERTILIZATION, GROWTH HORMONES, AND MYCORRHIZAL FUNGI TO MITIGATE THE STRESSES APPLIED TO THE TREE BY THE CONSTRUCTION. (6 month intervals for 2 years, and until end of warranty period.)
- APPLICATION REPORTS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT.
- AFTER THE AERATION AND FERTILIZATION, A LAYER OF SHREDDED HARDWOOD MULCH SHALL BE APPLIED TO THE CRITICAL ROOT AREA OF THE TREE.

- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TREATMENTS FOR THE FULL 2-YEAR TREATMENT PERIOD. (beginning of grading until end of warranty period)



**14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU**

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

150 W. Jefferson Ave.
Suite 1300
Detroit, MI 48226
www.norr.com

NORR
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:



**CARLSON
CONSULTING
ENGINEERS, INC.**

7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:

ORANGE
DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE: TRACT 1 CONCEPTUAL

TRACT F CONCEPTUAL LANDSCAPE PLAN

LANDSCAPE PLAN
SHEET NUMBER:

11 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

CS PROJECT NUMBER: 101484

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PH. (205) 408-3443

PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY. SIZE OF SYMBOL SHOWN IN TABLE ABOVE MAY VARY FROM THOSE SHOWN ON PLANS.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.

REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

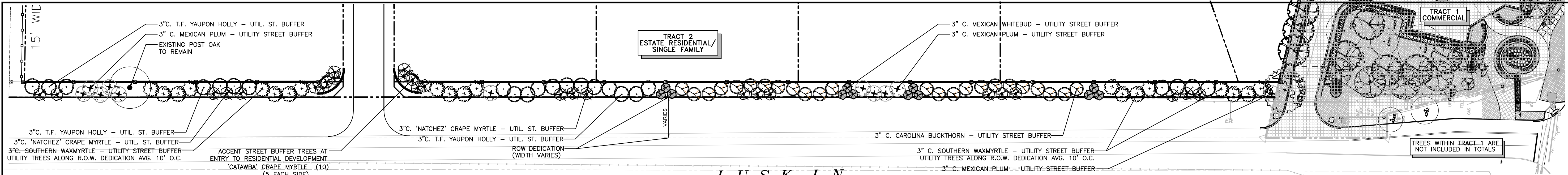
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PLANTING PLAN

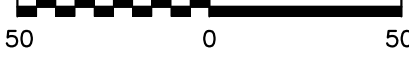
SHEET NUMBER:

12 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



LUSK LANE CONCEPTUAL STREETSCAPE PLANTINGS:



TRACT 2 NOTES & LEGEND:



TREE SELECTION:
ALL PROPOSED TREES SHALL BE SELECTED FROM THE CITY OF FLOWER MOUND, TX APPROVED PLANT LISTS.

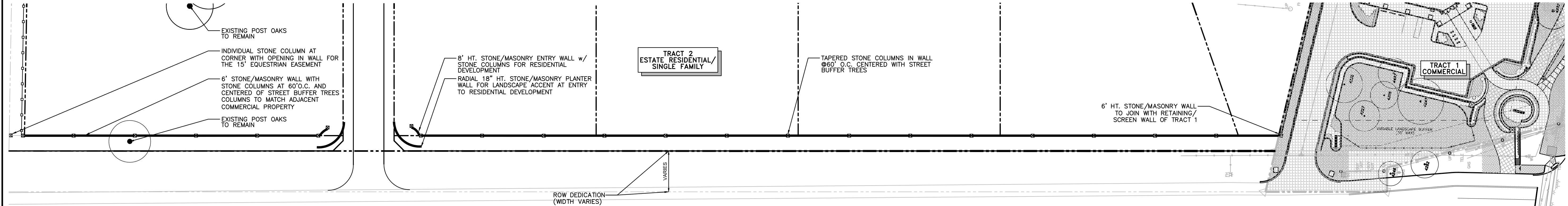
TRACT 2 LANDSCAPE TABULATION CHART

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F	LUSK LN. = 1,242 L.F (LESS DRIVE) = 30 L.F LUSK LN. = 1,212 L.F	40 TREES OVERHEAD UTILITIES EXIST (USE UTILITY TREES @ 3:1) 120 UTILITY TREES	1 EXISTING TREE 0 LARGE CANOPY TREES 39 (117 UTILITY TREES @ 3:1) 40 TREE UNITS PROVIDED

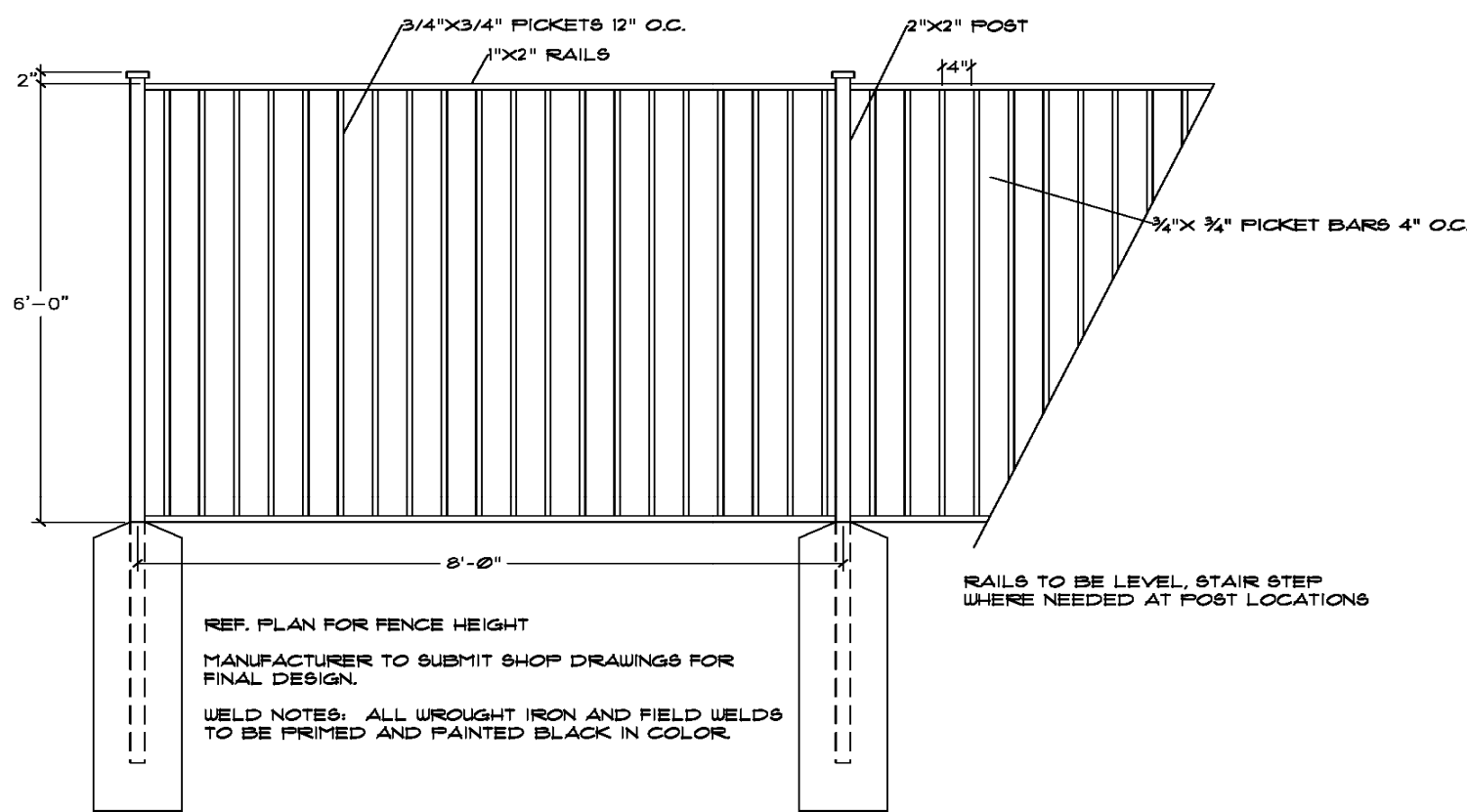
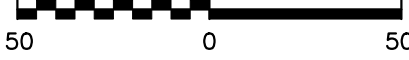
APPROVED OVERHEAD UTILITY EASEMENT TREE PLANTING LIST.
THE FOLLOWING LIST OF TREE SPECIES SHALL BE ALLOWED TO BE PLANTED IN OVERHEAD UTILITY EASEMENTS WHERE REQUIRED. THESE SPECIES WERE SELECTED DUE TO THEIR RELATIVELY SMALL MATURE SIZE AND GROWTH CHARACTERISTICS. TREES PLANTED IN THESE AREAS SHALL BE PLANTED AT A RATIO OF THREE TREES FOR EVERY ONE TREE REQUIRED.

COMMON NAME	SCIENTIFIC NAME
YAUPON HOLLY	(ILEX VOMITORIA)
CAROLINA BUCKTHORN	(RHAMNUS CAROLINIANA)
POSSUM HAW	(ILEX DECIDUA)
PLUM	(PRUNUS SPECIES)
REDBUDS/WHITEBUDS	(CERCIS SPECIES)
WAX MYRTLE	(MYRICA CERIFERA)
GRAPE MYRTLE	(LAGERSTROEMIA INDICA)

TREE BIODIVERSITY:
TO PROMOTE BIODIVERSITY, THERE SHALL BE NO MORE THAN 20% OF A TREE SPECIES, AND NO MORE THAN 50% OF ANY GENUS PERMITTED TO SATISFY THE PLANTING REQUIREMENTS ON ALL NEW DEVELOPMENTS.



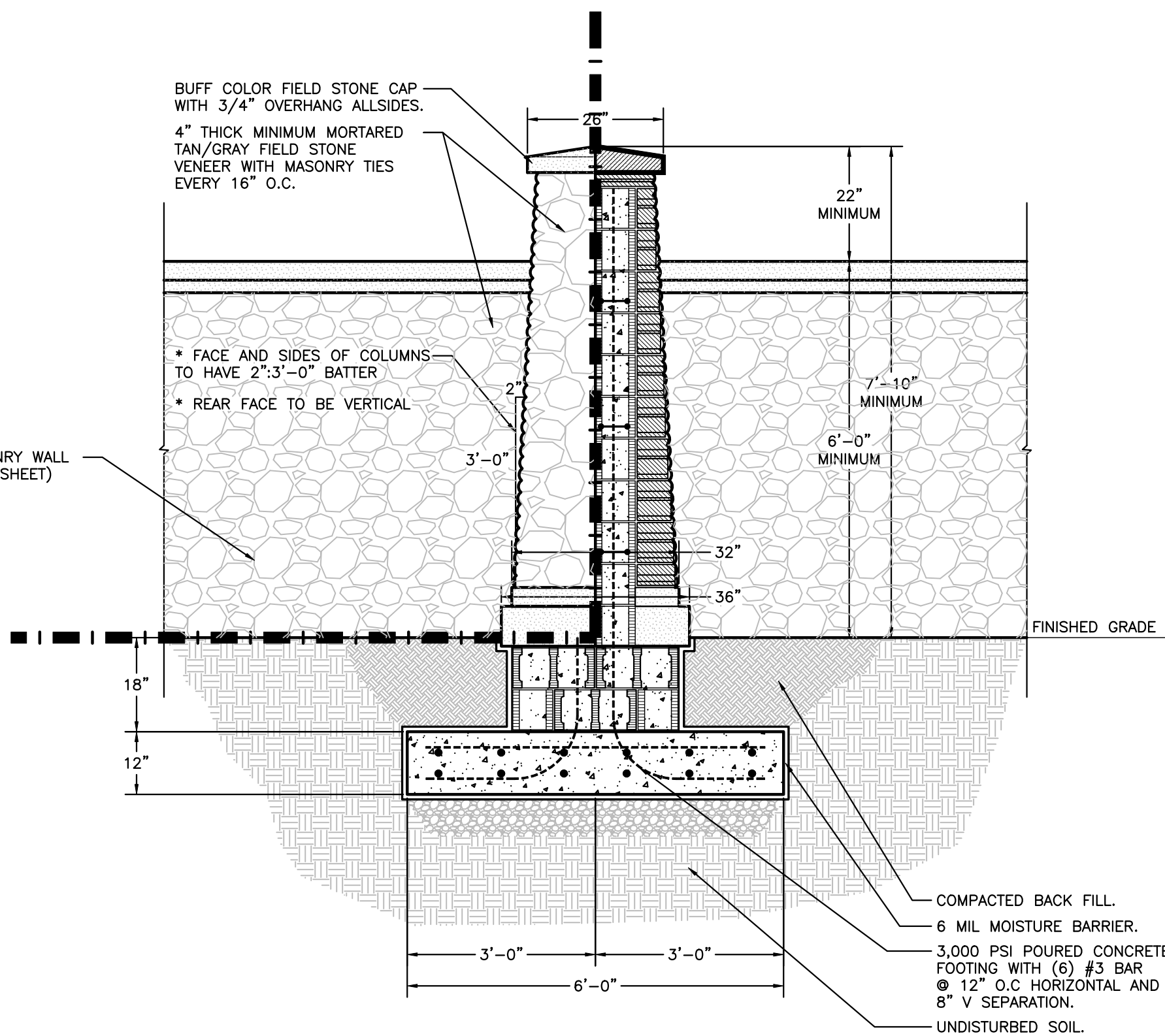
LUSK LANE CONCEPTUAL STREETSCAPE ENHANCEMENTS: HARDSCAPE IMPROVEMENTS



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

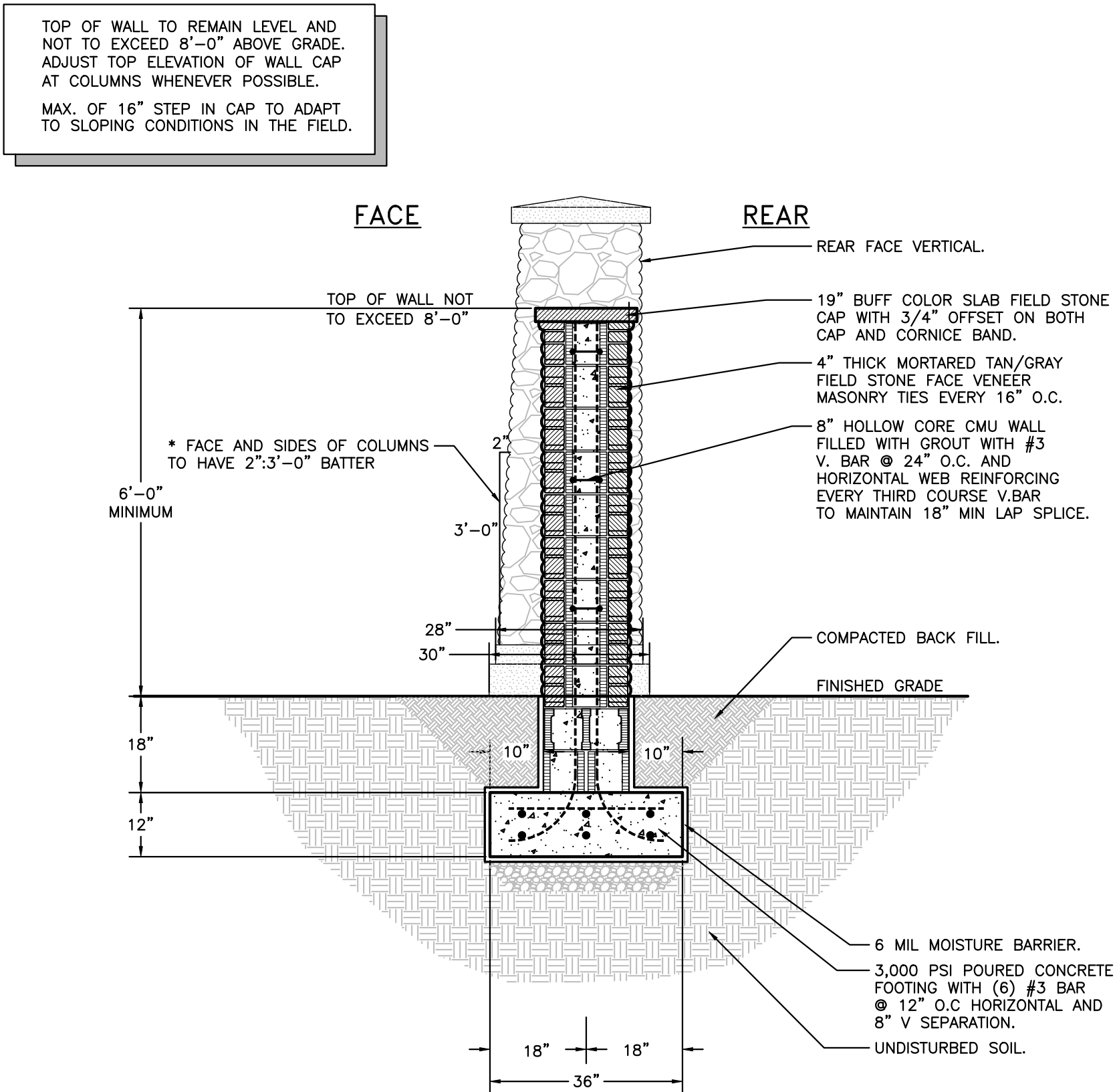
6' ORNAMENTAL METAL FENCE

WHEN REQUIRED, FENCING ALONG THE EQUESTRIAN TRAIL EASEMENT SHALL BE PROVIDED PER PARKS AND TRAILS CONSTRUCTION DETAILS/EQUESTRIAN PIPE RAIL FENCING SHEET P-4.



TAPERED STONE COLUMN DETAIL

NTS



CROSS SECTION DETAIL OF STONE AND MASONRY WALL WITH TAPERED COLUMNS

NTS



14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU

STORE NUMBER: 10907

NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS

PROJECT TYPE: NEW STORE
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DEVELOPER:

ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE:

TRACT 2 CONCEPTUAL
LANDSCAPE PLAN

SHEET NUMBER:

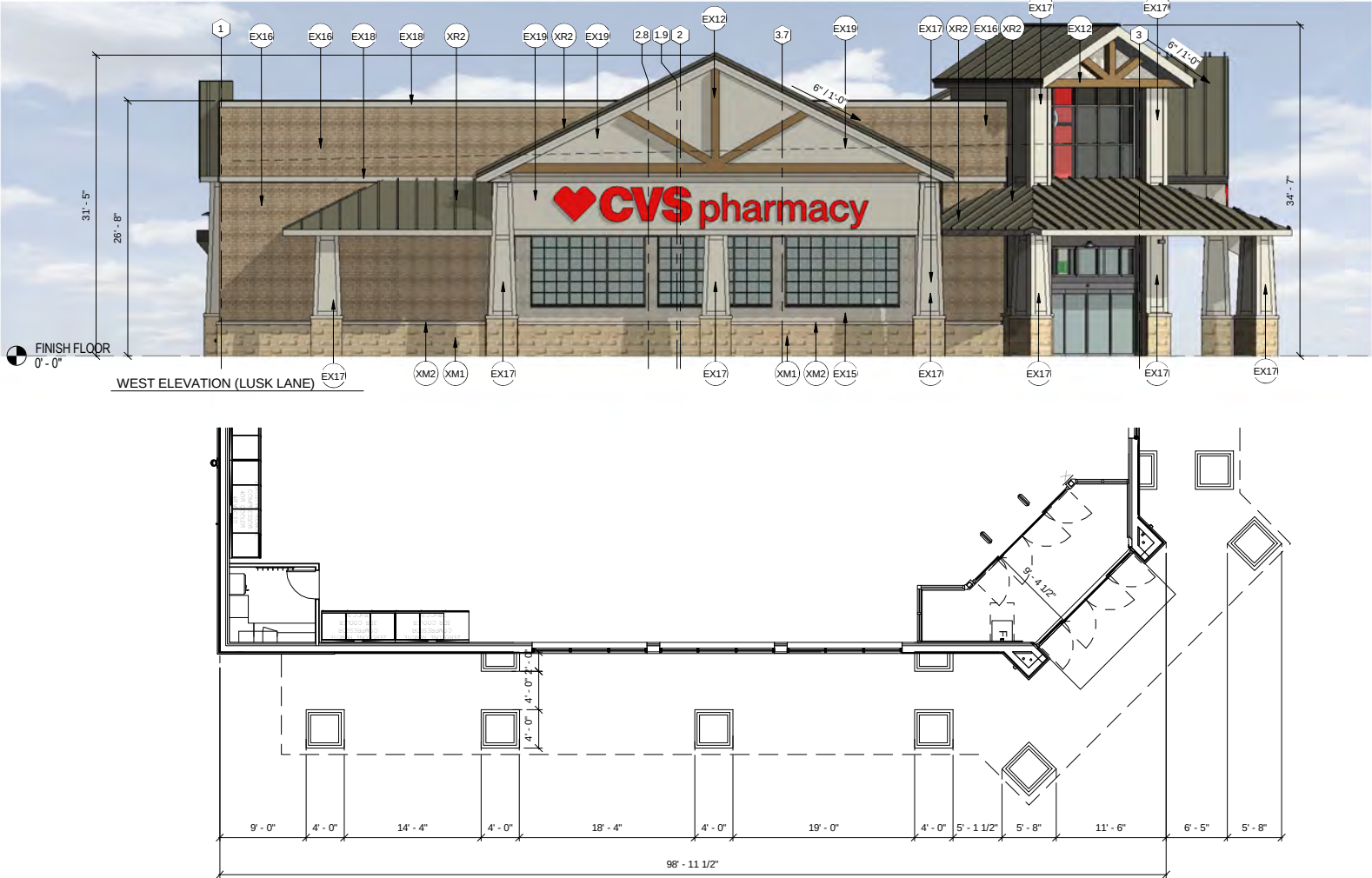
13 OF 13

COMMENTS:
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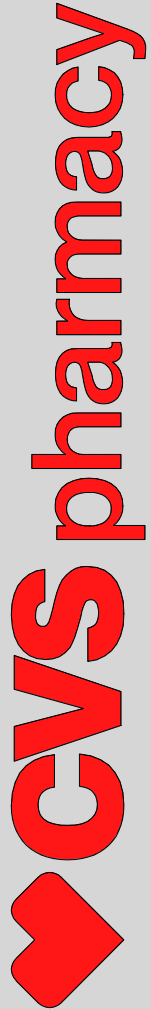
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	4,178 S.F.	4,333 S.F.	2,607 S.F.	2,818 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	4,034 S.F.	3,925 S.F.	2,485 S.F.	2,418 S.F.
3.	DOORS AND WINDOWS S.F.	144 S.F.	408 S.F.	122 S.F.	400 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	3,704 S.F. AND 92% OF 2	3,188 S.F. AND 81% OF 2	2,235 S.F. AND 90% OF 2	2,007 S.F. AND 83% OF 2
	BRICK S.F. (AS APPLICABLE)	2,730 S.F. AND 68% OF 2	1,704 S.F. AND 43% OF 2	1,699 S.F. AND 68% OF 2	1,213 S.F. AND 60% OF 2
	STONE S.F. (AS APPLICABLE)	664 S.F. AND 16% OF 2	584 S.F. AND 15% OF 2	233 S.F. AND 10% OF 2	342 S.F. AND 14% OF 2
	STUCCO S.F. (AS APPLICABLE)	310 S.F. AND 8% OF 2	900 S.F. AND 23% OF 2	303 S.F. AND 12% OF 2	452 S.F. AND 19% OF 2
	TILT WALL S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
5.	SECONDARY MASONRY TOTALS (MAX. 20%)	330 S.F. AND 8% OF 2	737 S.F. AND 19% OF 2	250 S.F. AND 10% OF 2	411 S.F. AND 17% OF 2
	EIFS S.F. (AS APPLICABLE)	N/A	N/A	N/A	N/A
	HARDIPLANK S.F. (AS APPLICABLE)	330 S.F. AND 8% OF 2	737 S.F. AND 19% OF 2	250 S.F. AND 10% OF 2	411 S.F. AND 17% OF 2

EXTERIOR MATERIAL SCHEDULE		
Material Mark	Material Manufacturer	Material Description
EX5	RE: SPECIFICATIONS	ALUMINUM WITH CLEAR ANODIZED COATING
EX9	RE: SPECIFICATIONS	PLASTIC TO MATCH OSHA YELLOW
EX12	JAMES HARDIE	HARDIE TRIM, COLOR: CHESTNUT BROWN - FINISH: ROUGH SAWN
EX14		STONE CAP TO MATCH XM2
EX15	OLDCASTLE / ECHELON LIGHT	SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)
EX16	OLDCASTLE / ECHELON DARK	DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)
EX17	JAMES HARDIE	HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH
EX18	JAMES HARDIE	HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH
EX19	STO	10613
EX20	BENJAMIN MOORE	SANDY HOOK GRAY - HC-108
XC3	PAC-CLAD	PREFINISHED ALUMINUM COPING, COLOR: BONE WHITE
XC4	PAC-CLAD	PREFINISHED ALUMINUM COPING, COLOR: TO MATCH WINDY CITY CSP-150
XM1	ARRISCRAFT	FULL BED STONE, COLOR: LAURIER - CANYON BUFF
XM2		CONCRETE PRECAST SILL
XP10	BENJAMIN MOORE	PAINT, COCONUT GROVE: 1029
XP12	BENJAMIN MOORE	PAINT, HC-190 BLACK, FINISH: SATIN
XR2	BENJAMIN MOORE	STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150

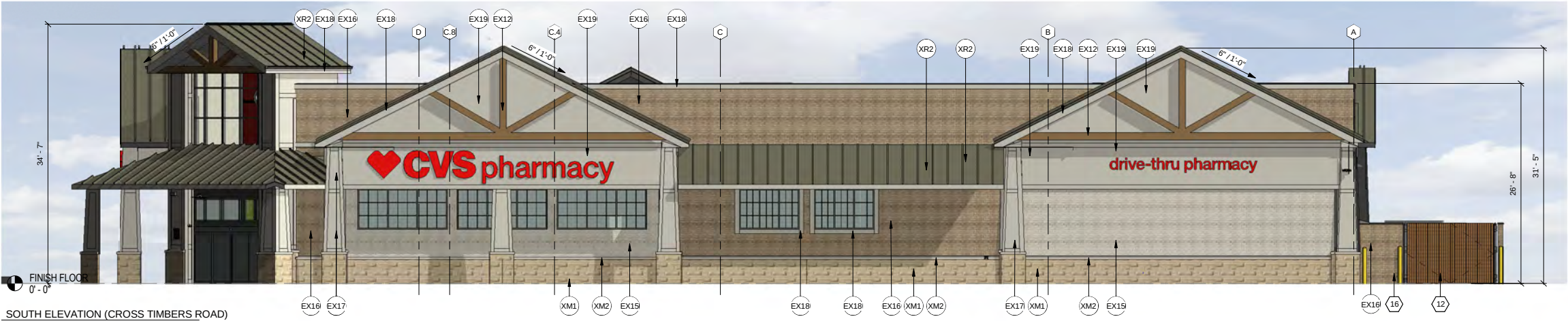
ALL WINDOW MULLIONS TO BE EX5



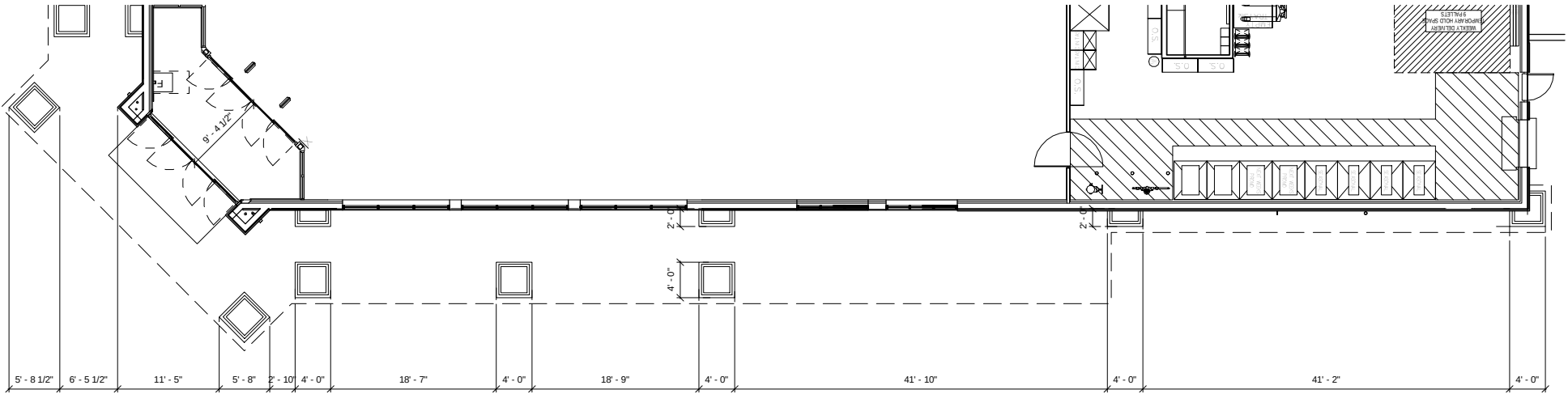
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



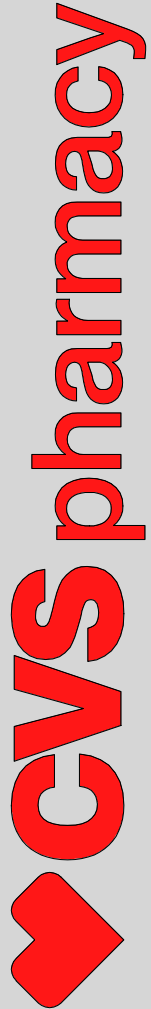
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Material Mark	Material Manufacturer	Material Description
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XM2	CONCRETE	STANDARD PRECAST SILL
XP10	BENJAMIN MOORE	PAINT, COCONUT GROVE: 1029
XP12	BENJAMIN MOORE	PAINT, HC-190 BLACK, FINISH: SATIN
XR2	BENJAMIN MOORE	STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150
ALL WINDOW MULLIONS TO BE EX5		



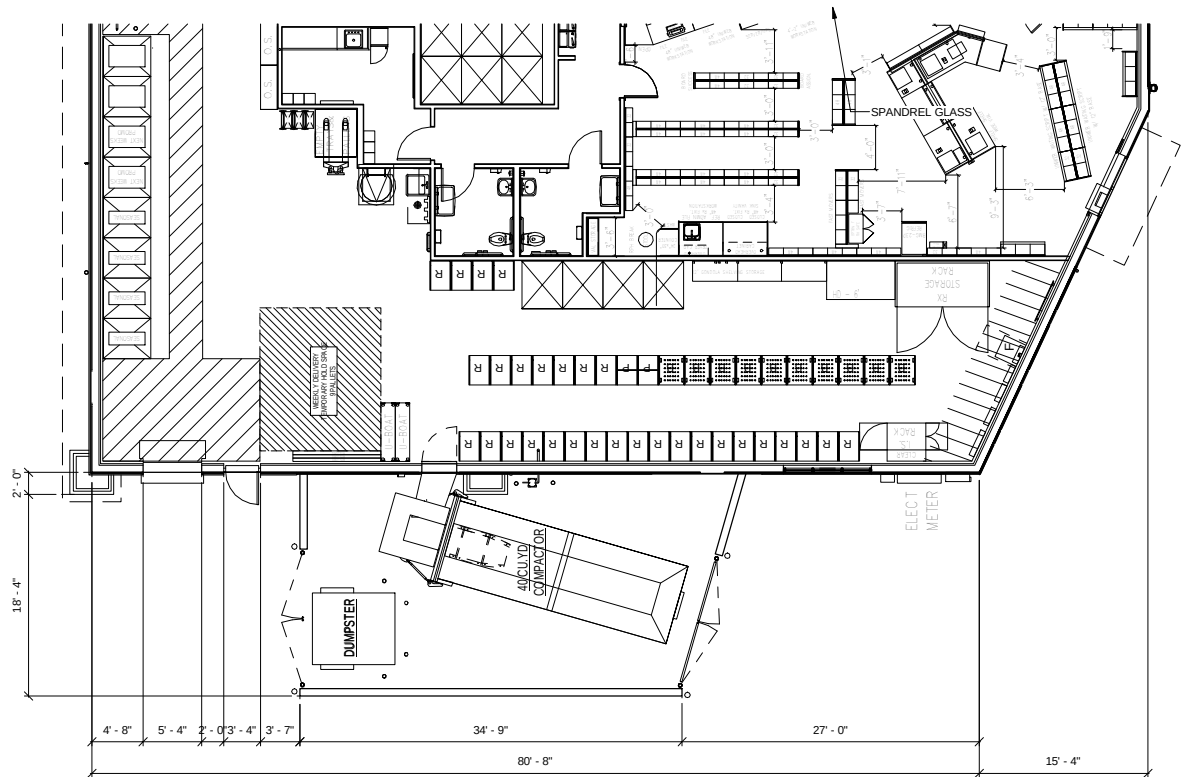
SOUTH ELEVATION (CROSS TIMBERS ROAD)



CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



ALL WINDOW MULLIONS TO BE EX5

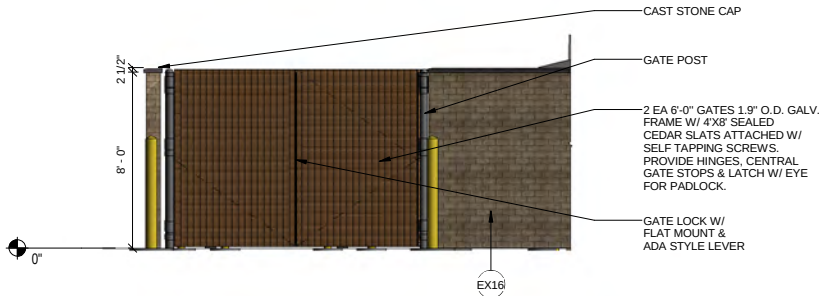


CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

The CVS pharmacy logo, featuring a red heart icon followed by the text "CVS pharmacy" in red.



DUMPSTER ENCLOSURE EAST ELEV.

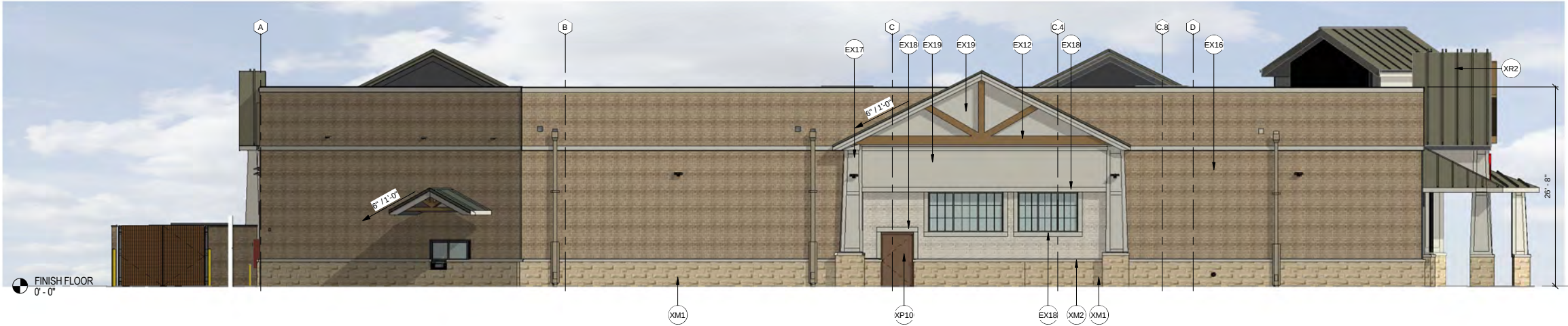


DUMPSTER ENCLOSURE NORTH ELEV.

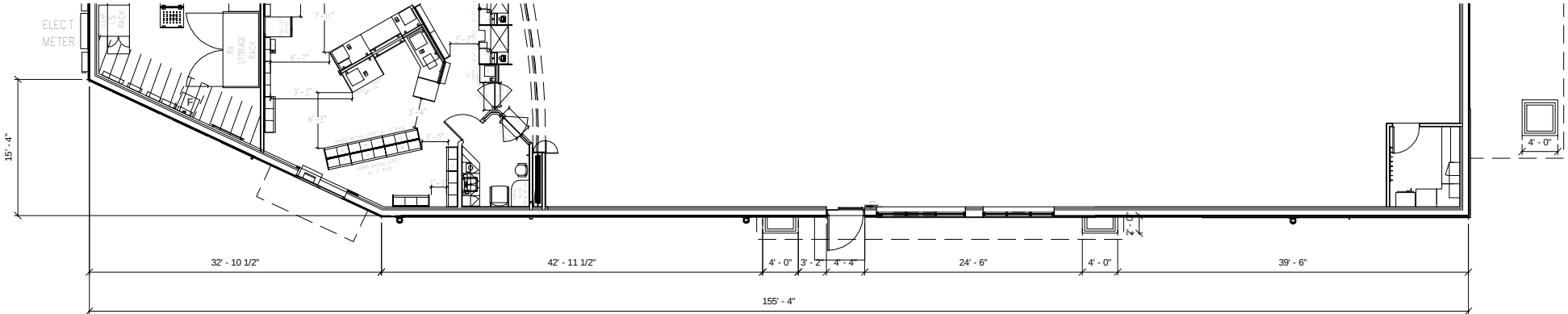
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XM2	CONCRETE	STANDARD PRECAST SILL
XP10	BENJAMIN MOORE	PAINT, COCONUT GROVE: 1029
XP12	BENJAMIN MOORE	PAINT, HC-190 BLACK, FINISH: SATIN
XR2	BENJAMIN MOORE	STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150

ALL WINDOW MULLIONS TO BE EX5

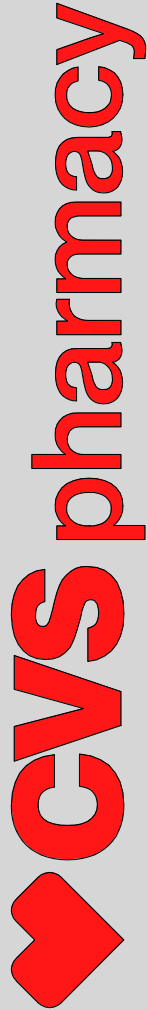
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



NORTH ELEVATION



CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



From: "Rivera, Randi" <
Date: October 31, 2018 at 4:31:48 PM CDT
To: Tommy Dalton <tommy.dalton@flower-mound.com>, Richard Brown <richard.brown@flower-mound.com>
Cc: "Dollak, Bobby" <Donn Fizer <DavidBarnett <
Subject: CVS MPA18-0004 and ZPD18-0004

Richard and Tommy,

On behalf of Orange Development, we respectfully request to table/postpone the Master Plan Amendment and Zoning Change Request for the above mentioned CVS project from the Town Council meeting on Monday, Nov. 5th, 2018. We would like to have additional time to discuss this project with the adjacent neighborhood.

Please let us know if you need anything else to complete this request.

Thank you,

Randi

Randi L. Rivera, AICP | Director, Planning + Entitlement

G&A | McAdams

111 Hillside Drive, Lewisville, TX 75057

office 972. 436. 9712 x640 | direct 469. 312. 0381



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TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: November 5, 2018

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval to award Bid No. 2018-123-B, Flower Mound Central Fire Station Phase II, to Schmoldt Construction Inc., in the amount of \$1,457,000.00; and authorization for the Mayor to execute on behalf of the Town.

BACKGROUND INFORMATION: The Flower Mound Central Fire Station Phase II project includes an addition to the southwest side of the building and renovation of the Fire Administration area of the building. The work will include replacement of interior lighting, HVAC systems, electric circuits, and flooring.

Of the six responding bidders, Schmoldt Construction Inc., submitted the lowest qualifying bid. The Facilities Management Division, Fire Department, and Oxley Williams Tharp Architects, checked references and found Schmoldt Construction Inc., qualified to perform the project. Schmoldt Construction has also been selected for the Police Department Phase II project.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: \$1,457,000.00

Proposed Expenditure:	Account Number(s):
\$684,409.58	505-111-50102
\$722,590.42	533-111-50102
\$50,000.00	531-220-70050 ADA Access Funds

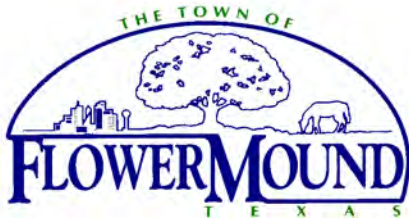
Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Tabulation No. 2018-123-B
2. Construction Agreement

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



Town of Flower Mound Bid Tabulation

Bid No: 2018-123-B - Flower Mound Central Fire Station - Phase II	
Bid Opening: 9/25/2018 at 11:00 AM	
Company	Total Bid
Pete Durant & Associates Inc	\$ 1,684,300.00
Schmoldt Construction	\$ 1,457,000.00
Steele & Freeman Inc	\$ 1,760,000.00
308 Construction, LLC	\$ 1,491,111.00
AUI Partners, LLC	\$ 1,640,000.00
Mac's Construction Company Inc	\$ 1,865,000.00
**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.	
Certified By: Sabrina R. Zadow Purchasing Manager Town of Flower Mound, Texas Date: September 25, 2018	

TOWN OF FLOWER MOUND**FLOWER MOUND CENTRAL FIRE STATION - PHASE II****Bid # 2018-123-B****CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 5th day of November, 2018, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Schmoldt Construction, Inc., a Corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

FLOWER MOUND CENTRAL FIRE STATION – PHASE II,
Bid # 2018-123-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 **One Million, Four Hundred Fifty-Seven Thousand Dollars (\$1,457,000)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred Eighty (180) calendar days, and final completion of Two Hundred Seventy (270) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

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

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

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

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

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

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

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

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

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement will be effective on the 5th day of November, 2018.

TOWN OF FLOWER MOUND

CONTRACTOR

Steve Dixon, MAYOR

_____(Signature)
_____(Printed Name)
_____(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST:_____
Theresa Scott, TOWN SECRETARY

ATTEST:_____(Signature)
_____(Position)

Town Council Future Agenda Items



SCHEDULED	11/19/2018	Presentation	Small Business Saturday (November 24, 2018) Proclamation
		Consent	Consider adoption of the Town Council Strategic Plan for Fiscal Year 2018-2019
		Consent	Consider approval of an Interlocal Agreement with Lewisville Independent School District for additional School Resource Officers, and provisions for equal contributions from LISD and Town to cover the cost of salary and benefits for the current and additional officers; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with MHS Design & Planning, LLC, for the design services associated with the Bella Lago Master Plan project, in the amount of \$33,975.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Professional Services Agreement for the 2018 Water and Wastewater Model Update project, with Kimley-Horn, for \$31,450.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the minutes from a work session of the Town Council held on November 15, 2018.
		Consent	Consider approval of the lease of 24 Taser X2 units from Axon Enterprise, Inc., in the amount of \$55,285.20 and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Public Hearing to consider a request for rezoning (ZPD18-0008 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 168 (PD-168) with Single-Family District-10 (SF-10) and Agricultural District (A) uses, with certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (Planning and Zoning Commission recommended by a vote of to at its November 12, 2018, meeting.)
	12/3/2018	Consent	Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2019 Independence Fest.
		Consent	East Waketon Road Drainage Design Award.
		Consent	Consider approval of a resolution authorizing the adoption of the Program Year 2017 Consolidated Annual Performance & Evaluation Report for the Community Development Block Grant; and authorization for the Mayor to execute same on behalf of the Town and submit to the U.S. Department of Housing and Urban Development.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.

SCHEDULED	12/3/2018	Consent	Red Rock WSC Agreement.
		Consent	Consider approval of Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code - Section 42.041 and to adopt an ordinance providing for said Standards.
		Regular	Consider approval of the purchase of a 2019 Pierce 107' Ascendant Ladder truck for the Fire and Emergency Services Department from Siddons-Martin Emergency Group, through the Houston-Galveston Area Council of Governments (H-GAC) cooperative purchasing program, in the total amount of \$1,350,000; and authorization for the Mayor to execute same on behalf of the
	12/17/2018	Presentation	Certificate of Achievement, Gold Award, Girl Scout Service Unit 408
		Presentation	Announcement and Presentation of 2017 Outstanding Citizenship Award(s)
		Consent	Bruton Orand EST Chloramine Design Award.
		Consent	Fire Station #7 Testing Award.
		Consent	Valley Ridge Blvd @ Morriss Road AND Garden Ridge Blvd @ FM 3040 Design Award.
		Consent	Peters Colony Road Roundabout & Windsor Drive Roundabout Connection Design Award.
		Consent	Transportation Update & LOS Mapping.
		Consent	Fire Station #7 Construction Award
		Consent	Justin Road Lift Station Outfall Construction Award.
		Regular	PLACEHOLDER: 5PM START - RIBBON CUTTING
	1/7/2019	Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Testing Award.
		Consent	FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171) - Construction Award.
		Consent	Pintail Pump Station Auxiliary Power & Upgrades Construction Award.
		Consent	Justin Road Lift Station Outfall Testing Award.
		Consent	Flower Mound Storage Warehouse - Construction Award.
	1/21/2019	Regular	Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone (TIRZ).

SCHEDULED	2/4/2019	Consent	Heritage Park Phase IV Change Order 3.
		Consent	FM 2499 at Lakeside Parkway NB Right Turn Lane - Construction Award
		Consent	FM 2499 @ Lakeside Parkway NB Right Turn Lane - Testing Award.
	3/4/2019	Consent	Library Expansion Construction Award (GMP).
		Consent	Library Expansion Testing Award.