

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

12/3/2018

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. 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.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

G. 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).

H. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, December 17.

Town Council Meeting Agenda**December 3, 2018****Page 2****I. 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 11/19- Consider approval of the minutes from a regular meeting of the Town Council held on November 19, 2018.
2. Independence Fest- Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2019 Independence Fest.
3. Youth Programs - Standards of Care- 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.
4. HUD 2017 CAPER- 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.
5. Interlocal- Denton Creek Bridge- Consider approval of an Interlocal Cooperative Agreement with Denton County for the construction of Denton Creek Boulevard Bridge; and authorization for the Mayor to execute same on behalf of the Town.
6. Red Rock Water Agreement- Consider approval of a Reimbursement Agreement between the Town of Flower Mound and Red Rock Water Supply Corporation and authorize the Mayor to execute on same behalf of the Town.
7. PSA Transportation Services- Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one year renewal option; and authorization for the Mayor to execute same on behalf of the Town.
8. Purchase Agreement- Ratify Right of Way (ROW) Purchase Agreement for Old Gerault Road Reconstruction project.

J. REGULAR ITEMS

9. 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.)(The Town Council postponed the item at its November 5, 2018, meeting.)

Town Council Meeting Agenda

December 3, 2018

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10. 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.)(The Town Council postponed the item at its November 5, 2018, meeting.)
11. Purchase of Ladder Truck- 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 \$1,399,416.00; and authorization for the Mayor to execute same on behalf of the Town.

K. 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.

1. All matters related to Cause No. 18-9622-431; EagleRidge Operating, LLC v. Town of Flower Mound, et al.; gas well inspection fees

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.

- 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, senior housing, hospitality projects, and performance related to certain incentive agreements.

L. 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.

M. 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 29, 2018, at 3:10 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: December 3, 2018

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on November 19, 2018.

BACKGROUND INFORMATION: The Town Council held a regular meeting on November 19, 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 NOVEMBER 19, 2018**PAGE 1**

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 19TH DAY OF NOVEMBER 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
Claudio Forest	Deputy Mayor Pro Tem
Sandeep Sharma	Councilmember Place 2
Kevin Bryant	Councilmember Place 3
Jim Engel	Councilmember Place 4

with the following member absent:

Jason Webb	Mayor Pro Tem
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constituting a quorum with the following members of the Town Staff participating:

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Tommy Dalton	Assistant Town Manager
Tiffany Bruce	Executive Director of Public Works
Jeff King	Assistant Fire Chief
Andrea Roy	Economic Development Director

A. CALL REGULAR MEETING TO ORDER

Mayor Dixon called the regular meeting to order at 6:00 p.m.

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

Chaplain Mark Sherrill gave the invocation and Mayor Dixon led the pledges.

D. PRESENTATIONS

1. Small Business Saturday (November 24, 2018) Proclamation

Ms. Roy provided background information about Small Business Saturday and Mayor Dixon presented her with a Proclamation.

2. Discuss and consider the Outstanding Citizen Award Program and adding a new Lifetime Achievement category.

Outstanding Citizenship Award committee member Brit Stock provided background information about the proposed new category.

Ms. Scott recited the proposed criteria that would be used for this award.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 19, 2018**PAGE 2**

There was Council consensus to proceed with the new category called the Lifetime Achievement Award, and with the criteria as presented.

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.	Steve Smith, 3705 Sarah Springs	2499 Traffic
2.	Paul Stone, 4100 Broadway	Policy changes

F. ANNOUNCEMENTS

Several members of Council expressed well wishes for a Happy Thanksgiving.

Councilmember Sharma announced that the Town's Christmas Parade is scheduled for Dec. 8th.

G. TOWN MANAGER'S REPORT

Mr. Stathatos provided an update on the following projects:

1. Capital improvement projects
 - Fire Station 7 bid opening and construction award dates
 - New Town Hall update
2. Economic Development projects
 - Realty Capital Class A office space update
 - New businesses coming to Flower Mound

H. FUTURE AGENDA ITEMS

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

I. COORDINATION OF CALENDARS

Mayor Dixon announced that the next Town Council meeting is Monday, December 3rd, and that there will not be a December 20th work session.

J. CONSENT ITEMS

1. Consider approval of the minutes from a regular meeting of the Town Council held on November 5, 2018.
2. Consider adoption of the Town Council Strategic Plan for Fiscal Year 2018-2019.
3. 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.

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 19, 2018**PAGE 3**

4. 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.
5. 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.

Councilmember Bryant moved to approve by consent Items 1 – 5, as presented in the agenda caption. Deputy Mayor Pro Tem Forest 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: SHARMA, BRYANT, ENGEL, FOREST****NAYS: NONE****ABSENT: WEBB****K. REGULAR ITEMS**

6. 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, and acceptance of cash in lieu of land in the amount of \$263,088 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504*. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended approval with conditions by a vote of 6 to 0 at its November 12, 2018, meeting.)

Mayor Dixon announced that the applicant has requested that this item be postponed to December 17th.

Councilmember Sharma moved to postpone 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, and acceptance of cash in lieu of land in the amount of \$263,088 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504 to December 17, 2018, including the public hearing. Councilmember Engel seconded the motion.

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

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 19, 2018

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7. Public Hearing to consider approval of an ordinance to participate in the Texas Enterprise Zone Program and nominate Thirty-One Gifts, LLC.

Staff Presentation

Ms. Roy gave a presentation identifying or noting:

- Background information regarding the Town's support of Thirty-One Gifts' application to the state for Enterprise Project designation status. She also defined the purpose of the item and pointed out what receiving it would mean to the company.

and she responded to the following questions from Council:

- What is the probability of Thirty-One Gifts being a recipient

Mayor Dixon opened the Public Hearing at 6:26 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Paul Stone, 4100 Broadway	None	None

Mayor Dixon closed the Public Hearing at 6:26 p.m.

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

ORDINANCE NO. 36-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AUTHORIZING THE TOWN TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; PROVIDING TAX INCENTIVES; NOMINATING THIRTY-ONE GIFTS, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK (THE "BANK") FOR DESIGNATION AS AN ENTERPRISE PROJECT UNDER THE ACT; AND DESIGNATING A LIAISON FOR OVERSEEING ENTERPRISE PROJECTS AND COMMUNICATING WITH INTERESTED PARTIES.

VOTE ON MOTION:

AYES: SHARMA, BRYANT, ENGEL, FOREST

NAYS: NONE

ABSENT: WEBB

Motion passed

8. Discussion and possible ratification of effort to deploy Flower Mound firefighters to help combat the California wildfires. (No packet content)

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 19, 2018**PAGE 5****Staff Presentation**

Assistant Chief King gave a presentation identifying or noting:

- Detailed information regarding the wildfire assistance provided in California by Town of Flower Mound Firefighters

There was Council discussion regarding:

- Appreciation for the work being done in California by the firefighters
- Background information about the decision to send Flower Mound firefighters to California

Councilmember Bryant moved to approve as presented in the agenda caption. Deputy Mayor Pro Tem Forest seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: FOREST, ENGEL, BRYANT, SHARMA****NAYS: NONE****ABSENT: WEBB****L. BOARDS/COMMISSIONS (Executive Conference Room)**

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, Parks Board, SMARTGrowth Commission, **Tax Increment Reinvestment Zone Number One (TIRZ #1)**, and Transportation Commission.

The Town Council convened to the Executive Conference Room to discuss TIRZ #1 board appointments.

The Town Council later reconvened into the Council Chambers and Councilmember Bryant noted that traditionally a member of Council has served on the TIRZ Board, and currently former Council member Bryan Webb is serving in that position.

Councilmember Bryant moved to appoint Jim Engel to the Tax Increment Reinvestment Zone Board # 1, Place 3, and effective immediately and with a term expiration date of 12/31/2019. Councilmember Sharma seconded the motion.

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

The Town Council convened into a closed meeting at 6:40 p.m. on November 19, 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 7:14 p.m. on November 19, 2018, to take action on the items as follows:

FLOWER MOUND TOWN COUNCIL MEETING OF NOVEMBER 19, 2018**PAGE 6**

a. Consultation with Attorney.

1. All matters related to Cause No. 18-9622-431; EagleRidge Operating, LLC v. Town of Flower Mound, et al.; gas well inspection fees

Deputy Mayor Pro Tem Forest moved to authorize the Mayor to retain co-counsel as discussed in executive session. Councilmember Sharma seconded the motion.

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

- 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 resignations, appointments, or evaluations for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.

No action taken on above referenced items b. – c.

O. ADJOURN REGULAR MEETING

Mayor Dixon adjourned the meeting at 7:14 p.m. on Monday, November 19, 2018, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

STEVE DIXON, MAYOR**ATTEST:**

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: December 3, 2018

FROM: Mark Long, Recreation Services Superintendent

ITEM: **Consider approval of the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park, during the 2019 Independence Fest.**

BACKGROUND INFORMATION: The Town has started planning the 2019 Independence Fest that will be held on Thursday, July 4 at Bakersfield Park. Staff is requesting approval of the sale of alcoholic beverages for the festival. On December 18, 2017, the Town Council unanimously approved alcohol sales for the festival that was held on July 4, 2018. The Town has allowed the sale of alcoholic beverages for the Wild About Flower Mound Festival and the Independence Fest since 2009. There have been no issues or concerns related to the sale of alcoholic beverages during any of the previous events.

The sale of alcoholic beverages on park property requires Parks Board consideration and the Town Council's approval since the event will be held at Bakersfield Park, as stipulated in [Sec. 54-31\(b\)\(2\)](#) of the Town's Code of Ordinances.

Similar to what was planned for last year's event, Promoter Line, Inc., will secure a third party retailer to handle the sale of alcoholic beverages. The retailer will take on the risk and liability of selling alcohol at the festival. Additionally, the retailer will acquire all appropriate licenses and permits from the Texas Alcoholic Beverage Commission and name the Town as an additional insured on their liability insurance. The Town will be paid a 25% commission of the total beverage sales.

Alcohol consumption at city festivals and Independence Day celebrations is not uncommon in the Dallas-Fort Worth area (i.e. Lewisville's Western Day Festival, Grapevine's Grapefest and Main Street Days, Addison's Kaboom Town, Celebrate Highland Village Festival, and Southlake's Oktoberfest).

If approved for the event, alcohol would be prohibited from being taken out of the fenced in festival area. Similar to last year, this would be controlled by fencing, signage, police officers, and festival security staff. With the festival taking place on Independence Day, the Town has instructed the Flower Mound Youth Sports Association to not schedule their AAYBA baseball tournament the week of July 4th.

If the sale of alcohol is not approved for the event, the Town could lose significant sponsorship opportunities and the revenue stream created by the sale of alcoholic beverages. For the 2018 festival, Budweiser sponsored the festival by contributing \$3,000, donating the backdrops for the stage, and produced event signage. In addition, the Town received \$7,874.50 in commissions from the sale of beverages.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its October 4, 2018, meeting

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from Parks Board meeting

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

Parks Board Regular Meeting Minutes
October 4, 2018

Board Deliberation

Board member Thomason moved to recommend approval to Planning and Zoning Commission and Town Council cash, in the amount of \$101,068.80, be accepted in lieu of otherwise required Park Land Dedication, and Park Develop Fees in the amount of \$11,104.00 for the Lakeside Center development generally located west of FM 2499 and north of Lakeside Village Blvd. Board member Kenyon seconded the motion.

VOTE ON THE MOTION

AYES: Winfield, Mayer, Seay, Kenyon, Thomason, Pichon

NAYS: None

3. Consider recommending approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2019 Independence Fest.

Staff Presentation

Mark Long – Recreation Superintendent

Board Deliberation

Board member Pichon made a motion to recommend approval for Town Council consideration the sale and consumption of alcoholic beverages (beer and wine) at Bakersfield Park during the 2019 Independence Fest. Board member Thomason seconded the motion.

VOTE ON THE MOTION

AYES: Pichon, Thomason, Kenyon, Seay, Mayer, Winfield

NAYS: None

J. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next Parks Board Special Meeting is scheduled for November 1, 2018.

K. ADJOURNMENT

Board Member Thomason made a motion to adjourn the meeting. Board member Seay seconded the motion.

Chair Gloria Jones adjourned the Regular Meeting at 8:09 p.m.

TOWN OF FLOWER MOUND, TEXAS

ATTEST:

Gloria Jones, Chair

Jade Olson, Administrative Secretary



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: December 3, 2018

FROM: Mark Long, Recreation Superintendent

ITEM: 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.

BACKGROUND INFORMATION: The State of Texas Department of Family and Protective Services administer state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary age youth provided the Town Council annually adopts standards of care by ordinance after a public hearing. The required public hearing took place at the October 4, 2018, Parks Board meeting and the Board unanimously approved recommending the proposed ordinance for Town Council consideration. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care.

The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year for youth ages 5 – 14 years. The Town received its exempt status from the State in 2011. On December 18, 2017, the Town Council enacted Ordinance No. 44-17, which adopted Standards of Care for the Town's Parks and Recreation youth recreation programs.

Staff is recommending a few minor clerical changes be made to the proposed Standards of Care adopted on December 18, 2018, in accordance with Section 42.041(b) (14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval of the Standards of Care by a vote of 6 to 0 at its November 1, 2018 regular meeting.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Proposed Ordinance (Standards of Care- Exhibit "A")

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

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS; AMENDING CHAPTER 54, "PARKS AND RECREATION," SECTION 54-202, "ADOPTION;" ADOPTING UPDATED STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter, adopted November 3, 1981; and

WHEREAS, the Town operates a recreation program for elementary age children as a service to residents of the Town, and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on February 11, 2011, the Town received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services ("TDFPS"); and

WHEREAS, the TDFPS will not monitor the Town's Parks and Recreation's youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the Town's Parks and Recreation's youth recreation programs, so that any complaints shall be made to the Town Parks and Recreation Department; and

WHEREAS, the Town adopted Ordinance No. 44-17 on December 18, 2017 setting forth the standards of care for the Town Parks and Recreation's youth recreation programs; and

WHEREAS, the Town's standards of care for the Town Parks and Recreation's youth recreation programs must be adopted annually by the Town of Flower Mound Town Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the Director of the Town Parks and Recreation Services Department has recommended a few minor clerical changes be made to the standards of care adopted on December 18, 2017, in accordance with Section 42.041(b)(14) of the Texas Human Resources Code and Section 54-206 of the Code of Ordinances, Town of Flower Mound, Texas; and

WHEREAS, a public hearing was held on November 1, 2018, by the Parks Board regarding the revised standards of care, and the adoption of such revised standards of care by

Ordinance No. _____**Page 2**

the Town Council of the Town of Flower Mound ("Town Council") has been recommended by the Parks Board; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower Mound and the general public to adopt the revised standards of care as recommended by the Parks Board.

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

SECTION 1

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

SECTION 2

The Town Council hereby adopts local standards of care for the Parks and Recreation Services Department ("Department") youth recreation programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to Section 54-206 of the Code of Ordinances of the Town of Flower Mound. The standards of care adopted by this Ordinance are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office.

SECTION 3

That Section 54-202, "Adoption," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended to read as follows:

"Sec. 54-202. Adoption.

The local standards of care ("Standards of Care"), as set forth in Exhibit "A" which is attached to the ordinance adopting the Standards of Care are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Parks and Recreation Services Department of the Town of Flower Mound. The Standards of Care are available for inspection in the office of the Town Secretary and in the Town Parks and Recreation Services Department office."

SECTION 4

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

SECTION 5

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

Ordinance No. _____

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

SECTION 6

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

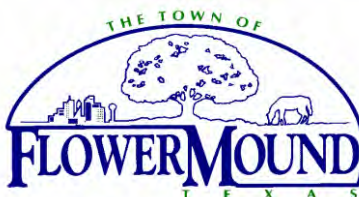
DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 3RD DAY OF DECEMBER, 2018.

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Parks & Recreation Department



Standards of Care For Youth Programs

Parks and Recreation Department
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FLOWER MOUND YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted by the Town Council of the Town of Flower Mound, Texas, to comply with Chapter 42 of the Texas Human Resources Code, specifically Section 42.014(b)(14) regarding an exemption for the Town of Flower Mound's Youth Programs, as defined herein. These Standards of Care are intended to be minimum standards by which the Town of Flower Mound Parks and Recreation Department will operate the Town's youth programs. The Youth Programs are recreational in nature and are not child-care facilities or day care programs.

General Administration

1. Organization

- A. The governing body of the Town of Flower Mound youth programs is the Town of Flower Mound Town Council.
- B. Implementation of the Youth Programs Standards of Care ("Standards of Care") is the responsibility of the Director of Parks and Recreation and departmental employees.
- C. These Standards of Care apply to all Youth Programs operated by the Department, including but not limited to: the Summer Day Camp Program, Holiday Day Camp Program, and Spring Break Day Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants may obtain a copy of the Standards of Care from the Town during the registration process or the Standards of Care can be accessed on the Town's website at: www.flower-mound.com/cac.
- F. Criminal background checks are conducted on all prospective Program Employees. If the results of a criminal background check indicate that a prospective Program Employee has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family member.
 - (2) A felony or misdemeanor classified as public indecency.
 - (3) Any offense involving moral turpitude.

- (4) Any offense that, in the Director's sole opinion, would place the participants of the Youth Programs at risk.

2. Definitions

- A. Camp Director: A temporary Department employee who is assigned responsibility to implement and direct a Youth Program, and oversee the Program Employees that are assigned to the corresponding Youth Program.
- B. Community Activity Center or CAC: Town of Flower Mound Community Activity Center located at 1200 Gerault Road, Flower Mound, TX, 75028, 972.874.7275.
- C. Department: Parks and Recreation Department of the Town of Flower Mound.
- D. Employee(s): Term used to describe people who have been hired to work for the Town of Flower Mound and have been assigned responsibility for managing, administering, or implementing some portions of the Youth Programs.
- E. Parent(s): This term will be used to represent one or both parent(s) or legal guardian(s) who have legal custody and authority to enroll their child(ren) in the Youth Programs.
- F. Participant: A Youth whose parent(s) or legal guardian(s) have completed all required registration procedures and determined to be eligible for the Youth Programs.
- G. Program Coordinator or Coordinator: A full-time Department employee who has been assigned administrative responsibility for the Youth Programs and oversees the Camp Directors.
- H. Program Employee: A temporary Department employee who is assigned to work with participants of a Youth Program at a Program Site.
- I. Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Youth Programs.
- J. Program Site: The facilities and surrounding property where Youth Programs are held, consisting of, but not limited to, the Community Activity Center.
- K. Program Supervisor: A full-time Department employee who oversees the Program Coordinator and operations of all Youth Programs.
- L. Director: Town of Flower Mound Parks and Recreation Director, or his or her designee.

- M. Town: Town of Flower Mound, Texas.
- N. Town Council: Town Council of the Town of Flower Mound.
- O. Youth: A school aged person between the ages of 5 and 13 as of the enrollment date of the Youth Program.
- P. Youth Programs: The Town of Flower Mound youth programs consisting of the Summer Day Camp Programs, Holiday Day Camp Programs, and Spring Break Day Camp Program. A single camp may be referred to as a Youth Program.

3. Objectives of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, tournaments, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend their leisure time wisely in an effort to meet the emotional, physical and social needs of the Youth.

4. Inspections/Monitoring/Enforcement

- A. The Town has established these Standards of Care in order to obtain an exemption from the State regarding the Youth Programs. Once the exemption is established, the State will not monitor the Youth Programs. These Standards of Care will be reviewed annually and brought before the Town Council for consideration, regarding any amendments recommended by the Director, and approval after a public hearing regarding the Standards of Care is held, pursuant to Texas Human Resources Code § 42.041(b)(14).
- B. A monthly inspection report will be prepared and submitted to the Program Supervisor by the Coordinator to confirm the Standards of Care are being adhered to.
 - (1) Monthly inspection reports will be sent to the Director for review and maintained by the Town in accordance with applicable record retention policies.

- (2) The Director will review the monthly inspection report and shall establish deadlines and criteria for compliance with the Standards of Care where failure to comply is noted.
 - C. The Director will make visual inspections of the Youth Programs based on the following schedule.
 1. Youth Programs operating during the summer will be inspected no less than twice during the Youth Program's summer schedule.
 2. Youth Programs which operate during the regular Lewisville Independent School District school year, for two (2) weeks or less, will be inspected at least once during the Youth Program's schedule.
 - D. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care will be recorded by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.
5. Enrollment

Before a child may be enrolled in a Youth Program, the parents must sign registration forms that contain the following information about the child:

- (1) Name, home address, home telephone number;
- (2) Name and address of parent(s) and contact telephone number(s) during Youth Program hours;
- (3) The names and telephone numbers of people to whom the child can be released;
- (4) If requested, a statement of the child's physical health, including a physician's signed statement detailing any special needs the child may have;
- (5) Emergency medical authorization, current shot records, and valid insurance information;
- (6) Proof of CAC Membership or Non-Membership, when appropriate; and

- (7) A signed liability waiver.

6. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered to be child abuse, the incident shall be immediately reported to the Program Supervisor. The Program Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Texas State law requires the Employees of the Youth Programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1000 and/or confinement up to one hundred eighty (180) days. Confidential reports may be made by calling 1.800.252.5400.

A complete copy of the Texas Family Code regulations regarding child abuse can be found at www.statutes.legis.state.tx.us/docs/FA/htm/FA.261.htm.

Staffing - Responsibilities and Training

1. Camp Director

A. Qualifications. A Camp Director must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth and other Town employees.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Communicate effectively with the public.
- (7) Possess a valid Texas driver's license.

- (8) Have previous experience in supervising Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (9) Complete Town-mandated training.
- (10) Be at least eighteen (18) years of age.

B. Job Functions. A Camp Director shall endeavor to:

- (1) Direct and supervise Program Employees. Hiring and training of staff shall be the responsibility of the Coordinator with assistance from the Camp Director.
- (2) Complete and submit proper records, including Youth Program schedules, Program Employee schedules, accident/incident reports, and participant attendance.
- (3) Schedule appropriate activities in accordance with the philosophy of the Youth Program and coordinate with Coordinator to ensure appropriate reservations and transportation are secured in order to complete activities.
- (4) Maintain an orderly, clean and safe environment for the Youth while promoting a non-competitive program directed toward accentuating positive behaviors, physical development, and emotional growth.
- (5) Maintain supplies, equipment and all necessary documentation for the operation of the Youth Program.
- (6) Communicate with Parent(s) as necessary.
- (7) Conduct on-going evaluations regarding the Youth Program and implement approved recommendations as needed.
- (8) Provide reports to Coordinator on a weekly basis regarding Youth Program activities.
- (9) Know and follow all Town, Department, and Program Manual standards, policies, and procedures that apply to Youth Programs.
- (10) Ensure that participants are released only to a Parent or an adult designated by the Parent. All Program Sites will have a copy of the

Department approved plan to verify the identity of a person authorized to pick-up a participant if that person is not known to the Camp Director.

2. Program Employees

A. Qualifications. A Program Employee must:

- (1) Consistently exhibit competency, good judgment, and self-control when working with Youth.
- (2) Interact with Youth with courtesy, respect, tolerance, and patience.
- (3) Successfully complete a course in first aid, CPR, and AED, in compliance with American Red Cross standards.
- (4) Pass a background investigation and testing for illegal substances.
- (5) Be mature, responsible, and able to complete duties with minimal supervision.
- (6) Possess a valid Texas driver's license.
- (7) Have previous experience in working with Youth of varying age levels in a group setting and possess knowledge of recreational games, crafts, and activities.
- (8) Complete Town-mandated training.
- (9) Be at least sixteen (16) years of age.

B. Essential Job Functions. A Program Employee shall endeavor to:

- (1) Promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
- (2) Directly lead activities using a method that will provide opportunities for the involvement of all participants on an equal basis.
- (3) Exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
- (4) Follow procedures for Youth Programs drop off and pick-up and preparation of accident/incident reports.

- (5) Follow guidelines for safety and storage of equipment and notify Camp Director regarding supply inventories.
- (6) Ensure safety of Youth at Program Site and on field trips.
- (7) Provide and adhere to Standards of Care.

3. Personnel Restriction

A person will not be employed as an Employee in a Youth Program if:

- (1) The person would be permanently barred from being present at a child care operation while children are in care under the Texas Administrative Code Title 40, Part 19, Chapter 745 (Licensing); or
- (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of participants.

4. Training/Orientation

- A. The Department is responsible to provide training and orientation to all Youth Programs employees who work with children regarding their specific job responsibilities. Coordinators will provide each Camp Director with a staff program manual specific to each Youth Program.
- B. Employees must be familiar with these Standards of Care for Youth Programs.
- C. Employees will be trained in appropriate procedures to handle emergencies.
- D. Employees will be trained in Town, Department, and Program Manual policies and procedures applicable to Youth Programs.
- E. Employees will be required to sign an acknowledgment that they received the required training.

Service Standards

1. Appearance

- A. Youth Programs shirts and name badges will be worn and clearly visible.

- B. The Town's dress code policy shall be adhered to at all times. Failure to comply with the dress code will result in an Employee being sent home.
- 2. Interaction with Parents and Participants
 - A. Participants and Parents will be treated with respect at all times.
 - B. Program Employees and Camp Directors will keep Parents continuously informed of activities and schedules. A weekly schedule will be distributed and copies will be kept with the daily sign in sheets.
 - C. Staff will note details of behavior of participants (accomplishments, discipline problems, general activities, etc.) and update Parents as much as possible.
 - D. The Camp Director will listen to complaints and forward to Coordinator as appropriate. All complaints will be followed up on within 24 hours, if they are not resolved on site. All complaints must be recorded, including resolution, and forwarded to Coordinator.
- 3. Additional Staff Responsibilities
 - A. Program Employees will monitor the sign in/out log at all times.
 - B. Program Employees will spend 100% of their time actively involved with Participants and/or Parents.
 - C. Program Employees will pick-up the area used by their group after each activity.
 - D. Prior to beginning work each day all staff will check in at the appointed location for any messages, instructions, or information.

Operations

- 1. Staff/Participant Ratio
 - A. Pursuant to Texas mandated standards, the maximum ratio of Participants to Program Employees will be 12 to 1. In the event an employee is unable to report to the Program Site, a replacement will be assigned.
 - B. Each Participant shall have a Program Employee who is responsible for him or her and who is aware of the Participant's habits, interests, and any special needs, as identified by the Participant's parent(s) during the registration process.

2. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the program participants.
- B. There must be no cruel, harsh or corporal punishment used as a method of discipline.
- C. Program Employees may use brief, supervised separation from the group if necessary. Participants will be informed of Youth Program rules.
- D. As necessary, Program Employees will initiate discipline reports to the Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a Participant being suspended or removed from the Youth Programs. Parents will be contacted to pick up their Youth immediately.
- F. In instances where there is a danger to Participants or Employees, offending Participants will be removed from the Program Site immediately.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

3. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's age, interests, and abilities. The activities must be appropriate to Participants' health, safety, and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor and outdoor time periods, weather permitting, that include:
 - (1) Alternating active and passive activities; and
 - (2) Opportunity for individual and group activities.
- C. Program Employees will be attentive and considerate of the Participants' safety on field trips and during any transportation provided by the Youth Programs. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program Employees supervising Participants must have immediate access to Participant forms and emergency contact information for each Participant;
- (2) Program Employees must have a written list of the Participants in the group and must check the attendance frequently; and
- (3) Program Employees must have First Aid supplies, a guide to First Aid and emergency care available on field trips.

4. Communication

The Program Site will have a telephone to allow the Program Employees to be contacted by Parks and Recreation personnel or for making emergency calls.

5. Transportation

- A. First Aid supplies and a First Aid and emergency care guide will be available in all Youth Program vehicles that transport Youth.
- B. All Program vehicles used for transporting Participants must have available a 6-BC portable fire extinguisher in the vehicle which must be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program Employees will inspect the Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the Participants. A daily inspection report will be completed by Camp Director and kept on file by the Program Coordinator.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participants use.
- D. Program Employees must have First Aid supplies available at the Program Site, during transportation, and for the duration of any off-site activity.
- E. Program Employees must have First Aid supplies and a guide to First Aid and emergency care readily available in a designated location.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employee's first priority is to evacuate the Participants to a designated safe area. Emergency evacuation and relocation plans will be posted within the Program Site.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance.
- C. Each Program Site must have at least one (1) fire extinguisher approved by the Fire Marshal readily available to all Program Employees. The fire extinguisher is to be inspected monthly by the Program Coordinator, and a monthly report will be forwarded to the Program Supervisor who will keep the report on file for a minimum of two (2) years. All Employees will be trained in the proper use of a fire extinguisher.
- D. Fire drills shall be conducted monthly.

3. Health

- A. Illness or Injury
 - (1) Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Parents will be notified in cases of illness or injury. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed for all injuries and forwarded to the Camp Director.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.
 - (4) Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any Participant after a communicable disease.

B. Program Employees will administer medication only if:

- (1) Parent(s) complete and sign a Medicine Dispensation Form that provides authorization for Employees to dispense medication with details as to time(s) and dosage(s).
- (2) Prescription medications are in original containers labeled with the Youth's name, a date, directions, and the prescribing physician's name. Employees will administer the medication only as stated on the label. Employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the Youth's name and the date the medication was brought to the Youth Program. Non-prescription medication must be in the original container. The Employees will administer non-prescription medications only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program Employees.
- (5) Program Employees must ensure medications are inaccessible to Participants.

C. Toilet Facilities

- (1) The Program Site will have adequate indoor toilets and lavatories located and equipped so Youth can use them independently and Program Employees can supervise as needed.
- (2) There must be one (1) flush toilet for every thirty (30) participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed fifty percent (50%) of the total number of toilets.

D. Sanitation

- (1) The Program Site must have adequate light, ventilation, and heat.
- (2) The Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a safe and sanitary manner.
- (3) Program Employees must see that garbage is removed from buildings daily.

Participants

1. General

- A. All Participants must wear tennis shoes daily. Sandals or thongs are not permitted unless approved by Program Employees on certain occasions.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires shoes to not be worn.
- C. Youth must respect the Employees, the Program Site, Program Rules, and each other.
- D. Youth may not use the Youth Programs telephone unless it is an emergency with the permission of a Program Employee.



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: December 3, 2018

FROM: Brittni Barnett, Grants & Financial Analyst

ITEM: 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.

BACKGROUND INFORMATION: This item is to consider approval of a resolution adopting Flower Mound's Program Year 2017 Consolidated Annual Performance & Evaluation Report (CAPER). The CAPER is required under the Town's Community Development Block Grant (CDBG). It describes the Town's progress in carrying out the housing and community development strategies identified in the Program Year 2015-2019 Consolidated Plan, which was submitted to the U. S. Department of Housing and Urban Development (HUD) in August of 2015. In 2002, HUD recognized Flower Mound (the Town) as an Entitlement Community and awarded the Town a Community Development Block Grant (CDBG). Since that time, Flower Mound has received \$3,507,093 in funding under this CDBG, which includes the total for the 2018 Program year.

Receipt of grant funding is conditioned upon Flower Mound implementing and adhering to the Consolidated Plan, which identifies long-term strategies and annual activities that assist the Town's low- and moderate-income residents. Flower Mound's Program Year 2017 Annual Plan was approved by the Town Council on August 7, 2017. During this period, the Council designated available CDBG funds to be used: (1) for planning and administration; (2) the Residential Rehabilitation Program; (3) the Minor Home Repair Program and (4) to subsidize a call-in transportation service for the Town's elderly and those with disabilities. The CAPER describes the ways in which the Town leveraged both federal and non-federal dollars to achieve these goals.

BOARD REVIEW/CITIZEN FEEDBACK: Grant staff held a public hearing on November 8, 2018 to discuss the CAPER. The CAPER was also available for public comment for 30 days. Staff received one comment by email.

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Finance Review by: N/A

LEGAL REVIEW: Stacie S. White, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the resolution and the proposed Program Year 2017 CAPER as to form and legality.

ATTACHMENTS:

1. CAPER 2017 Resolution
2. Proposed Program Year 2017 CAPER

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

RESOLUTION NO. _____

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, PROVIDING FOR THE ADOPTION OF FLOWER MOUND'S PROGRAM YEAR 2017 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Consolidated Annual Performance and Evaluation Report must be adopted by the Town of Flower Mound in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520; and

WHEREAS, the Consolidated Annual Performance and Evaluation Report has been made available for public review and comment for a period of 30 business days; and

WHEREAS, Flower Mound Community Development Block Grant staff held a public hearing to allow for public comments regarding the Consolidated Annual Performance and Evaluation Report; and

WHEREAS, the Town Council of the Town of Flower Mound has determined that it is in the best interest of the residents of the Town to adopt the Consolidated Annual Performance and Evaluation Report for 2017 in order to comply with the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, the Stewart B. McKinney Act of 1987, as amended, and 24 Code of Federal Regulations Part 91.520, and to authorize the Mayor to execute said report on behalf of the Town of Flower Mound.

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

SECTION 1

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

SECTION 2

The Town of Flower Mound's Program Year 2017 Consolidated Annual Performance and Evaluation Report, attached hereto as "Attachment 2" is hereby adopted.

RESOLUTION NO. _____

SECTION 3

The Mayor is authorized to execute the Program Year 2017 Consolidated Annual Performance and Evaluation Report on behalf of the Town and submit it to the U. S. Department of Housing and Urban Development prior to December 31, 2018.

SECTION 4

This Resolution shall become effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE _____ DAY OF DECEMBER, 2018.

APPROVED:

Steve Dixon, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



Program Year 2017

**Consolidated Annual
Performance & Evaluation Report (CAPER)**

**For the period
October 1, 2017 – September 30, 2018**

**Prepared for the U. S. Dept. of Housing and Urban
Development (HUD)**

GOALS AND OUTCOMES

Summary of Progress Narrative

The Consolidated Annual Performance and Evaluation Report contains information about the Town of Flower Mound's accomplishments during the third year of our community's five-year Consolidated Plan (2015-2019) for Housing and Community Development. The report reflects Flower Mound's implementation of outcome performance measurement requirements described in the Federal Register Notice dated March 7, 2006. It also provides a description of how our jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing; a suitable living environment; and economic opportunity for Flower Mound's low-and moderate-income residents.

The Town of Flower Mound is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. During the 2017 Program Year (PY), October 1, 2017 through September 30, 2018, \$179,828.00 in CDBG funds was made available to the Town of Flower Mound to further the objectives of our Consolidated Plan, which started in Program Year 2015 and will end in Program Year 2019. Additionally, the Town received \$35,008.04 in Program Income, from two rehabilitation households who sold their homes before reaching their forgivable loan's maturity date.

Flower Mound expended \$203,302.32 of CDBG funds and leveraged Town General funds during the year to help address identified housing, homeless, community development, anti-poverty and other special needs. The investments were allocated based on citizen input; research and analysis to identify service level weaknesses and areas of need; and Town Council goals and priorities. The Town's Program Year 2017 Annual Action Plan identified three specific objectives that were to be achieved during the year, using CDBG funds, and are reaffirmed in this annual report:

- Preserve the Town's existing housing stock through the Residential Rehabilitation Program and the Minor Home Repair Program.
- Offer transportation services for the Town's elderly who are 65 years or older and adults with severe disabilities who are 18 years or older.
- Carry out planning and program administration activities.

Assessment on the Use of Funds to Meet Highest Priorities Narrative

In PY 2017, the Town of Flower Mound accomplished the vast majority of the proposed outcomes and goals identified in the 2015-2019 Consolidated Plan and 2017 Annual Action Plan.

Preserve the Town's Existing Housing Stock:

- Residential Rehabilitation Program: Successfully completed three projects to assist low-to moderate-income homeowners with interior and exterior home rehabilitation.
- Minor Home Repair Program: Successfully completed one project to assist low-to moderate-income homeowners with minor interior and exterior home repairs and began two additional projects that will be completed in PY 2018.

Town-wide Transportation Service: Subsidized 1,191 one-way rides to 21 of the Town's elderly residents who are 65 or older or residents with severe disabilities who are 18 years or older.

Planning and Administration: Continued to fund the administration costs of the CDBG Program, including contract administration, publication of public notices, office equipment and supplies, planning, monitoring, and all other related expenses.

Assist Social Service and Cultural Arts Providers: Allocated \$269,276 in Town General Funds to 21 agencies and organizations that are actively engaged in the provision of social services and cultural arts in Flower Mound.

RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Narrative

The Town offers two housing rehabilitation programs, which accounted for about 81 percent of the total CDBG funding allocated to the Town in PY 2017. In PY 2017, four homes were rehabilitated using CDBG funds. Of the four households assisted, 3 were white, and one was Asian.

Additionally, the Town's transportation service helped subsidize 1,191 one-way rides to 21 of the Town's elderly residents who are 65 or older and/or residents with severe disabilities who are 18 years or older with CDBG funds. Of these riders, 20 were White (two of which were Hispanic), and one was African American.

An additional 1,152 rides were subsidized using Town General Funds and a grant received by SPAN, the Town's contracted provider for the service. The additional funds allowed a total of 31 residents to be assisted through this program.

RESOURCES AND INVESTMENTS

Resources Made Available Narrative

In the 2015-2019 Consolidated Plan, the Town of Flower Mound identified the preservation of existing housing stock as a priority. The Town currently offers two housing rehabilitation programs that are funded by CDBG: the Minor Home Repair Program and the Residential Rehabilitation Program. These programs are not limited to a specific geographic area, but are only for low-to-moderate income homeowners that live within the Town of Flower Mound city limits. \$145,354 or about 81 percent of the Town's total 2017 CDBG allocation was dedicated to housing rehabilitation projects for low-to-moderate income homeowners.

In PY 2017, the CDBG funding allocated for housing rehabilitation was:

- **64% for Residential Rehabilitation**

The Residential Rehabilitation Program is designed to assist low-and moderate-income homeowners in Flower Mound with the rehabilitation of their single-family, owner-occupied houses. The program pays for rehabilitation up to \$60,000. In PY 2017, \$115,354 was allocated for the program, and a total of three homes were completed.

- **17% for Minor Home Repair**

The Minor Home Repair Program is designed to assist low-and moderate-income homeowners in Flower Mound with minor repairs of their single-family, owner-occupied houses. The program pays for minor repairs up to \$15,000. In PY 2017, \$30,000 was allocated for the program. One home was repaired, and two additional projects were started that will be completed in PY 2018.

Additionally, in the 2015-2019 Consolidated Plan, the Town of Flower Mound identified Town-wide transportation as a priority. The Town-wide transportation program provides transportation to locations within the Town of Flower Mound, the City of Lewisville and the City of Highland Village and is only for Town of Flower Mound residents age 65 or older and/or residents who are 18 or older with a severe disability. In PY 2017, \$26,974 or 15 percent of the Town's total 2017 CDBG allocation was dedicated to the Town-wide Transportation Program. The Town contracts with Special Programs for Aging Needs (SPAN) to provide the service and, if needed, supplements the CDBG funds with Town General Funds.

The Town of Flower Mound received \$35,008.04 in Program Income during PY 2017. These funds were recovered from the Town's home rehabilitation programs and will be put toward future home rehabilitation projects. Because the funds were received at the end of PY 2017, they have not yet been expended.

Geographic Distribution and Location of Investments Narrative

Because of the limited size of the Town's allocation of CDBG funding, the Town's Community Development Block Grant Executive Advisory Committee decided not to target a certain area or region of the Town to focus its programming efforts. All of the activities implemented using CDBG funds are open to all qualified residents of Flower Mound and are intended to have a town-wide benefit.

Leveraging and Match Narrative

The Town of Flower Mound's Financial Services Division is the lead agency for the administration of CDBG funding. To effectively implement the Community Development Plan, Financial Services utilizes CDBG funds as well as resources allocated by the Town Council. The Town Council makes available more than \$250,000 a year in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

No publicly owned land or property was used to address the needs identified in the Town's plan.

There are no match requirements for CDBG funds.

AFFORDABLE HOUSING

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Town of Flower Mound proposed to use 81 percent of its 2017 CDBG allocation to fund the rehabilitation of homes owned and occupied by low-to-moderate income households. It was anticipated that two households would be served through the Town's Residential Rehabilitation Program and two households would be served through its new Minor Home Repair Program.

Three households were assisted through the Residential Rehabilitation Program, and one household was assisted through the new Minor Home Repair Program. We did not meet our projection of two homes for the year for the Minor Home Repair Program. However, we have begun two additional projects that

will be completed in the 2018 Program Year. Those projects as well as the two that we have projected to complete in 2018, will put us on target to reach the goals laid out in the 2015-2019 Consolidated Plan.

Discuss how these outcomes will impact future annual action plans.

The Town of Flower Mound will stay on track to meet its goals. In an effort to make up for only completing one of our two projected Minor Home Repair Projects this year as well as in PY 2016, we plan to complete four projects in the 2018 Program Year (two of which have already begun) to get us back on track to meet our Consolidated Plan goal.

Narrative for Number of Persons Served at Each Income Level

The Town of Flower Mound expanded its housing rehabilitation program in PY 2015. The Minor Home Repair Program was instituted to provide an additional outlet for accomplishing the Town's goal of supplying decent, safe, sanitary and affordable housing; correcting health and safety hazards in deteriorated housing; and expanding the useful life of existing housing units. The addition of the Minor Home Repair program continued to allow the Town the opportunity to assist more low-and moderate income homeowners during PY 2017.

One hundred percent of all CDBG funding for the housing rehabilitation programs was dedicated to persons of low-to-moderate income. Four homes were completed in PY 2017. Of the four homes completed, 100% were occupied by moderate-income homeowners. Two out of the four homes (50%) were owned by female head of households.

HOMELESS AND OTHER SPECIAL NEEDS

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

- **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:**

Outreach to persons experiencing homelessness continued to be carried out by the Town's partners, such as Christian Community Action (CCA). Flower Mound continued to allocate a portion of its General Funds to support Christian Community Action and its efforts to prevent homelessness and provide needed services to the homeless population. At CCA, the needs of persons who are homeless are assessed routinely as part of program provision. In PY 2017, the Town allocated \$269,276 of general funds to fund agencies that are actively engaged in the provision of social services and cultural arts in Flower Mound.

The Town also continued its involvement with the Denton County Homeless Coalition (DCHC). DCHC conducts quarterly general body meetings and monthly steering committee meetings, both of which are attended by representatives from area cities, service providers and faith-based groups. The meetings provide a forum for problem solving, information sharing and referral services. Agencies that serve a wide variety of special needs in locations throughout the cities of Flower Mound, Lewisville and Denton regularly attend and participate. These meetings provide an opportunity for collaboration between the Town of Flower Mound and these organizations that work to assist the homeless and address their needs. The Town's Grants & Financial Analyst currently serves as the Coalition's Secretary.

- Addressing the emergency shelter and transitional housing needs of homeless persons:**
 The Town of Flower Mound does not receive Emergency Shelter Grant (ESG) funding. However, the Town continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county, such as emergency shelter and transitional housing.
- Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publically funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:**
 The Town of Flower Mound made available \$269,276 in General Fund resources to fund agencies that are actively engaged in the provision of social services and cultural arts in, and for, the residents of Flower Mound. Some of these organizations included Christian Community Action, an organization that strives to assist the homeless and those at risk of becoming homeless by providing comprehensive services that alleviate suffering; PediPlace, an organization that provides primary care pediatric health services to children with limited access to care; and Denton County Friends of the Family, an organization that provides supportive services to those impacted by relationship violence and sexual assault.

Additionally, the Town of Flower Mound continued to participate in the Denton County Homeless Coalition. This network of service providers and other relevant parties serves as a catalyst for developing and providing needed services to those individuals and families who are homeless or at risk of homelessness in the county. The Town's Grants & Financial Analyst currently serves as the Coalition's Secretary.

- Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:**
 The Town continued its support of helping homeless and potentially homeless individuals by allocating General Funds to local social service agencies that are working to address this challenge, such as Christian Community Action. The Town also continued its participation in the Denton County Homeless Coalition, which brings together those fighting to end homelessness in Denton County, such as local service providers, churches and governments. The Town's Grants & Financial Analyst currently serves as the Coalition's Secretary.

The Town of Flower Mound also supplements the work of various Town-funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing homes through its Minor Home Repair Program and Residential Rehabilitation Program.

The Town continues to carry out these programs and support these various organizations and agencies in order to address this challenge in a coordinated and proactive manner that reduces duplication of effort as much as possible.

PUBLIC HOUSING

Actions taken to address the needs of public housing:

This section is not applicable, as the Town of Flower Mound does not have a public housing authority. The Town also does not receive or administer funds for assisted housing. There are no plans for public housing in Flower Mound at this time. However, surrounding communities do administer assisted housing programs to residents of Flower Mound, such as the Denton Housing Authority, which currently provides assistance to 5 clients in Flower Mound.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership:

N/A

Actions taken to provide assistance to troubled PHAs:

N/A

OTHER ACTIONS

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

During the 2017 Program Year, the Town's SMARTGrowth Commission and Planning and Zoning Commission continued their periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, schools and services. Examples of these efforts include:

- The Planning and Zoning Commission met regularly throughout the year. The members used Flower Mound's SMARTGrowth criteria to ensure growth does not occur at the expense of environmental quality, community character, or quality of life of the Town's residents. Commission members followed residential density criterion and the Town's Master Plan when reviewing residential development requests, which allowed for a wide range of housing opportunities.
- The SMARTGrowth Commission also met during the year, which provided an opportunity for members to discuss any potential issues with the SMARTGrowth criteria.

Additionally, The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, will bring any potential impediments to the attention of management and the Town Council. Examples of these efforts include:

- The Town's Planning Services Division is represented on the Town's Fair Housing Committee. This division reviews, administers and enforces Town codes and regulations pertaining to the development of commercial and residential property through the planning and zoning process. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

- The Town's Building and Inspections Division is represented on the Fair Housing Committee. This Division reviews building codes and enforces building, electrical, plumbing and mechanical code regulations within Flower Mound. Permits are required before performing any new construction or addition, alteration or repair of existing buildings, structures, plumbing, electrical or mechanical work. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.
- The Developmental Services Department is represented on the Fair Housing Committee. This Department reviews impact fees and provides planning, design review, implementation, quality control and maintenance for the Town's infrastructure system and improvement projects. During the year, no impediments were identified that needed to be brought to the attention of management and the Town Council.

Actions taken to address obstacles to meeting underserved needs:

Limited funding and resources to address the most complicated situations are the primary obstacles to meeting underserved needs in Flower Mound. The Town allocated more than \$250,000 in General Fund dollars to its social service partners to help meet the basic unmet needs of residents, including food, medical care, clothing and emergency housing assistance.

Actions taken to reduce lead-based paint hazards:

During the 2017 Program Year, the Town of Flower Mound continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

In 2003, the Town formed a Lead-based Paint Task Force to determine what activities needed to be taken to reduce any existing or potential lead-based paint hazards and ensure compliance with the Lead-based Paint Hazard Reduction Act of September 15, 2000. During the year, the Task Force (a) researched and analyzed Flower Mound's ordinances, laws, regulations, public policies, practices, procedures, records and reports for any references to lead-based paint; (b) identified the locations of the 859 homes in Flower Mound built before 1978; and (c) obtained and developed educational materials about the dangers of lead-based paint. These materials were made available for public access at Town Hall and posted on the Town's website.

Based on the Task Force recommendations, the Town's Environmental Services Division was identified as Flower Mound's point of contact for lead-based paint issues. This Division continued to maintain and update the supply of educational materials available at Town Hall, as well as information on the Town website.

The Town currently sponsors two housing activities (the Residential Rehabilitation Program and the Minor Home Repair Program) that are carried out through the Community Development Block Grant Program. For these two programs, occupants of units constructed prior to 1978 receive proper notification of Lead-Based Paint (LBP) hazards and all projects are subject to the implementation of the Federal Lead-Based Paint Regulations in accordance with the most recently published CDBG grant management manual chapter on Lead-Based Paint.

During the 2017 Program Year, one of the homes rehabilitated had a construction date prior to 1978. However, after testing, it was found that no lead was present. Therefore, none of the Town's housing activities required lead hazard remediation actions.

Actions taken to reduce the number of poverty-level families:

The Town of Flower Mound's actions to help reduce the number of poverty-level families during the 2017 Program Year included economic development activities, tax exemptions for the disabled and senior citizens, leveraging resources and serving as a referral source:

- **Economic Development:** 3.2% of Flower Mound families live below the poverty level (compared to 8.7% in Denton County, 16.7% in Texas and 15.1% in the United States) and the Town's unemployment rate of 4.0% is lower than Denton County's rate of 5.1%, the State's rate of 6.4%, and the Nation's rate of 7.4%, according to the American Community Survey 5-Year Estimates. Flower Mound's lower rate can be attributed to the Town's proximity to numerous major employers and educational institutions throughout the Dallas-Fort Worth area. However, it should be noted that while the percentage of those living below the poverty level in Flower Mound is lower than the other areas listed, it was the only area of the four that had an increase in its percentage from the previous year. Additionally, within Town limits, only 21.09% of the tax base is commercial. While Flower Mound's property, county and school taxes are among the lowest in the surrounding area, 76.59% of the Town's tax base is comprised of residential development, placing a disproportionate tax burden on homeowners. Community efforts during the past few years have resulted in an increase in commercial properties in Flower Mound. During the 2017 Program Year, Town staff continued its efforts, with the help of the local Chamber of Commerce, to provide business and retention development programs with incentives for economic development. As a result, in 2017, 35 new commercial permits were issued representing approximately \$68,624,238 in value.
- **Tax Exemptions:** The Town maintained the exempted amount of the appraised value of residence homesteads for those with disabilities and individuals 65 years of age or older at \$100,000. Additionally, the Town recently approved a 2.5% homestead exemption for all Flower Mound homeowners.
- **Leveraging Resources:** Town staff continued to liaison with community agencies established to provide the necessary resources for affordable housing and other needed services through outlets such as the Denton County Homeless Coalition. Some of these organizations include the Denton Housing Authority, which offers rental assistance and self-sufficiency training; the Denton Workforce Center/Texas Workforce Commission, which offers training and supportive services leading to employment; the Texas Department of Housing and Community Affairs; and the Denton County Housing Finance Corp., which offers homebuyer assistance.
- **Referral Source:** To help ensure that residents needing services are aware of available local providers, Town staff maintained established links to service providers on the Town website. In addition, the Town continued to post information about available job training, job search and financial management workshop opportunities on the Town's website, at the Town library and on the Town's cable television station. During the 2017 Program Year, 10 workshops were hosted by the Town Library. In total, 139 residents attended these workshops.

These actions assisted in reducing the number of poverty-level families in Flower Mound by increasing local employment opportunities, reducing homeowner costs for senior citizens and those with disabilities and providing a referral network for those families seeking rental and other assistance.

Actions taken to develop institutional structure:

The Town continued to promote and emphasize the need for greater coordination between all social service agencies active in the Flower Mound area so as to minimize duplication of efforts. This was carried out through outlets such as the Denton County Homeless Coalition meetings. Efforts to enhance coordination between local agencies, both public and private, will ensure that the information available is comprehensive, needs are being properly addressed and resources are being maximized.

Actions taken to enhance coordination between public and private housing and social service agencies:

The Town of Flower Mound continued to share information and leverage funds with area public and private housing, health and social service agencies. This helps ensure that access to needed services is available. The Town also continued to liaison with the Denton County Housing Authority, the Denton County Housing Finance Corporation and area lenders, through means such as the meetings of the Denton County Homeless Coalition, an organization that includes a network of public and private housing, health and social service representatives throughout Denton County.

The Town continues to make staff available as a referral source for families with low-to-moderate incomes to assist them in obtaining rental assistance or below-market interest rate mortgage loans and down payment assistance through local lenders. Additionally, the Town continued to maintain the links to housing rights, access groups and other service providers on the Flower Mound website.

Finally, the Town continued its participation in HUD-sponsored activities, which are informative and offer a ready network of Community Development Block Grant representatives and advisors.

Identify actions taken to overcome the effects of any impediments in the jurisdictions' analysis of impediments to fair housing choice:

The Town of Flower Mound continues to demonstrate its commitment to overcoming the effects of impediments to fair housing choice. This position was solidified in 2012 when the Town passed a Fair Housing Ordinance, which declared the Town's commitment to ensure fair housing opportunities for all citizens, regardless of race, color, religion, handicap, sex, familial status or national origin. This ordinance was unanimously approved by the Town Council.

During the 2017 Program Year, The Fair Housing Committee conducted its annual review of the Town's Analysis of Impediments to Fair Housing Choice. No overt barriers to fair housing were identified in the analysis. However, the Fair Housing Committee discussed a few items that the Town should do to ensure that unanticipated barriers do not develop in the future. These items and the efforts the Town took to address them in the 2017 Program Year are listed below.

- The SMARTGrowth Commission continued its periodic review of development criteria to help mitigate the ill effects of overcrowding and congestion, including overburdened infrastructure, facilities, and services.
- The Fair Housing Committee continued its routine review of the Town's zoning and subdivision ordinances, building codes and impact fees; and when necessary, commits to bringing any potential impediments to the attention of management and the Town Council.
- The Economic Development Department continued to work closely with the Chamber of Commerce to provide business and retention development programs with incentives for

economic development. As a result, in PY 2017, 35 new commercial permits were issued representing approximately \$68,824,238 in value.

- The Financial Services Department continued to foster partnerships with community agencies established to provide the necessary resources for affordable housing and identifying populations such as the elderly, youth, and female head-of-households living below the poverty level. This was done through the outlet of the Denton County Homeless Coalition, where the Town's Grants and Financial Analyst serves as the Town's representative and the Coalition's current Secretary. The Grants and Financial Analyst also sits on the Denton County Homeless Coalition Steering Committee. Flower Mound's Community Outreach Committee, chaired by Finance staff, includes members who represent church, private sector, banking and social service organizations. Many of these members provided services to Flower Mound residents during the year. For example, Christian Community Action (CCA) provided \$98,962 in financial relief and non-financial services to residents of the Town of Flower Mound, including family assistance services, food pantry visits, a back-to-school program and a Christmas program.
- The Community Services Department continued to ensure that residents with poverty-level incomes are made aware of job training, financial management and job search workshop opportunities at the Town of Flower Mound Library. One hundred and thirty-nine individuals attended these various workshops during the 2017 Program Year. Additionally, the Library provides online databases related to the job search process that 92 users accessed during the program year. These databases were available both onsite and remotely, which allowed residents access any time of day. Finally, the Library continued to purchase new books that relate to resume writing, interviewing, testing and starting a small business.

MONITORING

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

- **Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.**

The Town of Flower Mound continually monitors programs and projects to ensure compliance with all applicable laws and regulations.

Financial Services staff administers financial monitoring for all projects, programs and activities funded by CDBG. They ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. Additionally, the financial operations and expenditures of the Town are audited on an annual basis by an independent accounting firm.

To ensure compliance with grant requirements, effectiveness in solving neighborhood and community problems, as well as adherence to the goals laid out in the Town's five-year Consolidated Plan and 2017 Annual Plan, Town staff conducted monitoring of all operational projects identified in the Annual Plan. Technical assistance is provided on a continuing basis.

During the 2017 Program Year, no problems or issues were identified in any of the three CDBG projects that needed to be corrected during the review.

Additionally, under the Town's Residential Rehabilitation Program and Minor Home Repair Program, Town staff administers and continuously monitors all projects implemented under these programs. Projects requested by residents are thoroughly evaluated for adherence to the program guidelines, including income eligibility. An environmental compliance checklist is completed for each project and the potential repairs are assessed for eligibility during an on-site evaluation by staff.

As a result of this careful management and monitoring, Flower Mound's CDBG-funded programs continue to have a positive effect on solving neighborhood and community problems, especially in regards to reducing the potential for homelessness. While progress is slow due to a lack of available funding, our community is meeting priority needs and specific objectives that will help to make Flower Mound's vision of the future a reality. By collaborating and leveraging funds, we were able to provide opportunities for our low- and moderate-income residents to have access to decent housing, a suitable living environment, and expanded economic opportunity.

- **Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The Town's Citizen Participation Plan requires the Town to post public notices for performance reports in the newspaper and on the Town website to ensure that interested groups, agencies, organizations and individuals have an opportunity to provide comments regarding Flower Mound's use of federal grant funds under the Community Development Block Program. These requirements were designed especially to encourage participation by low- and moderate-income residents.

During the comment period, a copy of the report was posted on the Town website, www.flower-mound.com, at the Town Library, located at 3030 Broadmoor Lane, and at Town Hall, located at 2121 Cross Timbers Road. Additionally, on November 8, 2018, a public hearing was held at Flower Mound's Town Hall in the Council Chambers. This meeting place is easily accessible to all Town residents, including those with disabilities. All meeting notices and the Town website noted that translation services were available upon request, and that persons with disabilities would also be accommodated upon request. Public notices announcing the hearing were issued two weeks prior to the hearing date. Information about the public hearing was published in the Denton Record-Chronicle and the Cross Timbers Gazette, displayed at Town Hall in an area easily visible to all who entered the building, and posted on the Town website.

Staff received one emailed comment, which is summarized below.

11/08/2018 Emailed Comment	
<u>Comment</u>	<u>Response</u>
Citizen requested that the Town not accept future funds from the federal government.	Staff will bring the comment to its annual CDBG Advisory Committee Meeting, and provided additional information on CDBG funding to the citizen, including how long the Town has been receiving CDBG funds and what they are utilized for.

CDBG

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to the Town of Flower Mound's program objectives. The Town of Flower Mound will continue to stay on track to meet the goals established in its 2015-2019 Consolidated Plan and annual Action Plans. No changes are needed at this time.

Does this jurisdiction have any open Brownsfields Economic Development Initiative (BEDI) grants?

No.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: December 3, 2018

FROM: Tiffany Bruce, P.E., Executive Director of Public Works/Town Engineer

ITEM: **Consider approval of an Interlocal Cooperative Agreement with Denton County for the construction of Denton Creek Boulevard Bridge; and authorization for the Mayor to execute same on behalf of the Town.**

BACKGROUND INFORMATION: The Interlocal Cooperative Agreement (ICA) provides the Denton County 2008 Transportation Road Improvement program (TRIP-08) funding, for the Denton Creek Boulevard Bridge, of \$1,000,000.00. These funds are for the construction of the Denton Creek Boulevard Bridge. The TRIP-08 ICA funds will be reimbursed at the completion of the Denton Creek Boulevard Bridge project, currently with a budget of \$7,000,000.00. This document requires the approvals and signatures of the Town Mayor, Town Manager, and Town Attorney.

FISCAL IMPACT: \$1,000,000.00

Proposed Revenue:	Account Number(s):
\$1,000,000.00	506-4793

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: The Interlocal Cooperative Agreement was reviewed by Ashley D. Dierker, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., as to form and legality.

ATTACHMENTS:

1. Proposed Interlocal Cooperative Agreement

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

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
 DENTON COUNTY, TEXAS, AND THE TOWN OF FLOWER MOUND, TEXAS**

THIS AGREEMENT is made and entered into by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the Town of Flower Mound, Texas, a duly organized municipality, existing under the laws of the State of Texas, hereinafter “the Town.” The County and the Town are both collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing for construction associated with the new 4-lane urban minor arterial bridge with bicycle lanes, located entirely within the corporate limits of the Town and Denton County Commissioner Precinct #4, hereinafter “the Project;” and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project, which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, the County and the Town, for the mutual consideration stated herein, agree and understand as follows:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town agree that the scope of the Project shall consist of construction associated with the new 4-lane urban minor arterial bridge with bicycle lanes for Denton Creek Boulevard Bridge at Graham Creek, with a total estimated project cost of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00).

III.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward the satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town hereby agrees to contribute an estimated total amount of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00) and hereby agrees to provide all necessary construction required for satisfactory completion of the Project.

V.

The Town agrees to secure the contracts for the construction of the Project and to oversee any and all necessary engineering which may be required for satisfactory completion of the Project. In addition, the Town will ensure all inspections are conducted and will approve all payments, including funding requested from the County, as invoices are received.

VI.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VII.

As the Town proceeds with the completion of the Project, the Town shall submit invoices for reimbursement to the Denton County Auditor, James Wells, 401 W. Hickory Street, Suite 423, Denton County, Texas 76201, on a monthly basis, and the County shall reimburse the Town for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project. The Town shall submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View

Lane, Farmers Branch, Texas 75234, at the same time invoices are submitted to the Denton County Auditor.

VIII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

IX.

This Agreement may be terminated in whole, or in part, by the County or the Town upon thirty (30) days written notice to the other party. In the event of termination, the County shall pay all approved invoices submitted up to and including the date of termination.

X.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Steve Dixon, Mayor
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028

For Town: Jimmy Stathatos, Town Manager
Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028

For County: Honorable Mary Horn
Denton County Judge
110 West Hickory, 2nd Floor
Denton, Texas 76201

Copy To: Denton County Criminal District Attorney's Office
Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

XI.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XII.

The County agrees and understands that the County, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the Town.

XIII.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIV.

The County agrees to accept full responsibility for the acts, negligence, or omissions of all County employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the County.

XV.

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

XVI.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent allowed by the law.

XVIII.

The undersigned officers or agents of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIX.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed on this _____ day of _____, 2018.

DENTON COUNTY, TEXAS

110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By: _____
Honorable Mary Horn
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court
ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

TOWN OF FLOWER MOUND, TEXAS

2121 Cross Timbers Road
Flower Mound, Texas 76226

By: _____
Steve Dixon, Mayor
Town of Flower Mound, Texas
Acting by and on behalf of the
Town of Flower Mound, Texas
ATTEST:

By: _____
Town Manager

APPROVED AS TO FORM:

By: _____
Town Attorney

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF FLOWER MOUND, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project with a total estimated project cost of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00), whereby Denton County shall make a contribution which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are as follows: providing for all necessary construction associated with the new 4-lane urban minor arterial bridge with bicycle lanes for Denton Creek Boulevard Bridge at Graham Creek, located in the Town of Flower Mound, Texas, and Denton County Commissioner Precinct #4.

The local governments who requested the Project and with whom this Agreement is by and between are Denton County, Texas, and the Town of Flower Mound, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: December 3, 2018

FROM: Tiffany Bruce, P.E., Executive Director of Public Works/Town Engineer

ITEM: Consider approval of a Reimbursement Agreement between the Town of Flower Mound and Red Rock Water Supply Corporation and authorize the Mayor to execute on same behalf of the Town.

BACKGROUND INFORMATION: In May 1998, the Town began providing water to Red Rock Water Supply Corporation (WSC) after the corporation's wells were no longer viable to use. Red Rock WSC is a 52-member corporation which includes Flower Mound and Bartonville residents. Town water is provided via an 8-inch water line located on Lighthouse Drive in Tour 18. In recent months, the Texas Commission on Environmental Quality (TCEQ) has approached Red Rock WSC and requested they provide documentation of a reliable water source. Red Rock WSC has asked the Town to help by entering in to a supply agreement to aid in this documentation to TCEQ. This reimbursement agreement is the first step towards implementing a supply agreement between the Town and the WSC. Preparation of the future supply agreement will include staff working with Dallas Water Utilities (DWU), Upper Trinity Water Supply Corporation (UTRWD) and TCEQ in reviewing the agreement to ensure the Town is in compliance with all requirements of state regulations and our wholesale providers.

ALTERNATIVES/OPTIONS: The Town can elect to continue to provide water to Red Rock WSC without a reimbursement or supply agreement in place. TCEQ has not approached the Town at this time regarding aiding in documentation. All correspondence with TCEQ regarding the matter has been at staff's discretion. The motivation for this reimbursement agreement and a future supply agreement is at the request of Red Rock WSC and their desire to become compliant with TCEQ.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Reimbursement Agreement

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

REIMBURSEMENT AGREEMENT
between the
TOWN OF FLOWER MOUND
and
RED ROCK WATER SUPPLY CORPORATION

This Reimbursement Agreement (“Agreement”) is hereby entered into on this the 3rd day of December 2018, between RED ROCK WATER SUPPLY CORPORATION, P.O. Box 270103, Flower Mound, Texas 75027 (herein referred to as “RRWSC”), and the Town of Flower Mound (herein referred to as “Town”).

WHEREAS, the Town provides RRWSC with water, via a water meter, at rates determined to be fair and reasonable by the Town Council of the Town of Flower Mound, Texas; and

WHEREAS, RRWSC has requested the Town enter into a contract to guarantee its supply of water to RRWSC; and

WHEREAS, as consideration for the Town entering into a contract to provide water to RRWSC, the Town desires some assurance that it will not incur costly legal or litigation expenses due to a rate protest case or claim brought by RRWSC; and

WHEREAS, the Town and RRWSC desire to set forth the responsibilities of the RRWSC and Town in the event RRWSC files a rate protest case or claim regarding the Town’s water rates.

NOW THEREFORE, in consideration of foregoing premises and the covenants herein contained, RRWSC and Town hereby agree to the following:

1. In the event that RRWSC files a rate protest claim or cause of action against the Town for water rates set by the Town (“Rate Protest”) for the purchase of water by RRWSC, RRWSC shall be responsible to indemnify and reimburse the Town for any and all expenses, including but not limited to, attorney’s fees, expert fees, and any and all costs related to investigating, defending and litigating the Rate Protest. Any sworn, verified statement or copies of expenditures setting forth costs expended by the Town for which RRWSC is liable shall be conclusive against RRWSC as to liability and amount. The Town shall provide notice of reimbursable expenditures to RRWSC at the address listed above, and RRWSC shall make payment of the reimbursable expenditures within 30 days of receipt of notice from the Town.
2. RRWSC agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, illegal, or unenforceable in any respect, it is agreed that the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and the remainder shall, notwithstanding, continue in full legal

force and effect. This Agreement and the obligations of RRWSC hereunder shall survive the termination of water service to RRWSC by the Town.

3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. This Agreement and any obligation of a party hereunder may not be assigned by any party without express written consent of the other party to this Agreement.

5. The prevailing party in any legal proceeding brought to enforce or interpret this Agreement is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

6. This Agreement shall be governed by the laws of the State of Texas. The parties hereto agree that the venue for any action arising out of this Agreement shall be in Denton County, Texas.

TOWN OF FLOWER MOUND

**RED ROCK WATER SUPPLY
CORPORATION**

STEVE DIXON, Mayor

By: 
ANTHONY CUCINOTTA, President

Date Signed: OCT 19, 2018

Attest

THERESA SCOTT, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: December 3, 2018

FROM: Daniel Poe, CIP Manager

ITEM: Consider approval of a Professional Services Agreement with Innovative Transportation Solutions, Inc., to provide professional transportation services in the amount of \$75,000.00 annually, with a one year renewal option; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The scope of services identified in the attached agreement with Innovative Transportation Solutions (ITS), includes pursuing all transportation issues identified by the Town, with an emphasis on funding issues affecting the Town. The scope of services is included as an attachment to the professional services agreement.

As indicated in the agreement, the Town would provide compensation to ITS in the amount of \$6,250.00 per month, from the Roadway Amenities project, for unlimited transportation services. The term of the contract is for one year, beginning January 1, 2019, with a one year renewal option.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$75,000.00

Proposed Expenditure:	Account Number(s):
\$ 75,000.00	531-220-70622-6160

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

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
INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

This contract is entered into on this 3rd day of December, 2018, 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 **Innovative Transportation Solutions, Inc.**, (hereinafter referred to as “CONSULTANT”) whose address is 2701 Valley View Lane, Farmers Branch, Texas 75234.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT; and

WHEREAS, CONSULTANT is a is a transportation consulting firm qualified to provide such services and is willing to undertake the performance of such services for 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 professional transportation services 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 Seventy-Five Thousand and No/100 Dollars (\$ 75,000.00) per year. 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 monthly 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 actual services performed 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 January 1st, after the date first written above, and shall continue for a period of one year with one automatic one-year extension, unless the TOWN 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:

Tiffany Bruce, P.E., Executive Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6401 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 sub-contractor 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 respondent 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:

Tiffany Bruce, P.E., Executive Director of Public Works
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6401 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:

John R. Polster, P.E.
Innovative Transportation Solutions, Inc.
2701 Valley View Lane
Farmers Branch, Texas 75234
972/484-2525 Telephone
972/484-4545 Facsimile

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**

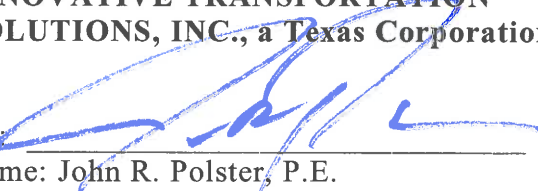
By: _____
The Honorable Steve Dixon
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

**CONSULTANT:
INNOVATIVE TRANSPORTATION
SOLUTIONS, INC., a Texas Corporation**

By: 

Name: John R. Polster, P.E.

Title: President

Date Signed: 8 NOV 18

State of Texas §

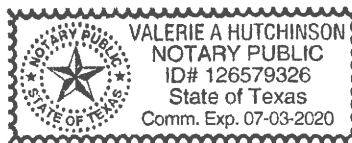
County of Dallas §

This instrument was acknowledged before me on the 8th day of November, 2018, by John R. Polster, P.E., in his capacity as President of **INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**, a Texas 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 **INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8th
DAY OF NOV 2018.

Valerie A. Hutchinson
Notary Public, State of Texas

My Commission Expires:

3 July 2020

ATTACHMENT “A”

SCOPE OF SERVICES

Innovative Transportation Services Inc., (ITS) will provide the following Transportation Consultation services for the Town:

ITS will provide transportation consulting services as directed by the Town Manager or Town Engineer. As a part of this contract, ITS will actively pursue all transportation related issues as identified by the Town with the understanding that the current focus will be on transportation programming and funding issues in the Town. ITS will maintain dialogue with the Town and appropriate Town staff to ascertain the relative priority of each project to other projects and attend Town of Flower Mound Council meeting, when appropriate, to provide updates on transportation activities. ITS will perform tasks, as assigned by the Town Manager or his designee, related to advancing projects to address the transportation needs of the Town of Flower Mound. Other services include, but are not limited to, the following:

TASK 1: Act as a Liaison between TOWN and other Local, State and Federal Transportation Bodies.

When requested and appropriate, ITS will act as liaison between The TOWN and other local, state and national transportation groups. As liaison, ITS will act as the transportation advocate for The TOWN by working positively and efficiently with other transportation groups toward completion of projects critical to The TOWN. ITS will interact, on behalf of The TOWN, with the Federal Highway Administration, the Texas Transportation Commission and Texas Department of Transportation and the North Texas Tollway Authority (NTTA). In addition, ITS will act as liaison between The TOWN and other groups such as the Regional Transportation Council of the North Central Texas Council of Governments, Project Specific Task Force Groups, Dallas Regional Mobility Coalition, the Denton County Transit Authority, The T, North Texas Commission, and the Partners in Mobility.

TASK 2: Implement Cost Reduction Strategies.

ITS has an unparalleled history of identifying cost reductions for clients. For the TOWN, the following is a list of possible cost reduction strategies:

Leveraging funding - Transportation Infrastructure funding is almost always a partnership process. ITS will strive to maximize the TOWN's transportation dollars by “leveraging” those funds with eligible funding sources. In many cases, ITS will be able to

leverage funds to capture “non-Town” sources that will increase funding to the project by 300% to 500%.

TASK 3. ITS will provide other transportation consulting services as directed by the Town.

As a part of this Enhancement Proposal, ITS will actively pursue all transportation related issues as identified by the Town. ITS will continue to dialogue with Town staff to ascertain the relative priority of each project to other projects and attend Town meeting as directed to updates on all transportation activities.

ATTACHMENT “B”***COMPENSATION***

In consideration for professional services rendered monthly by ITS, Flower Mound agrees to pay ITS a reasonable and customary annual fee of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), per year (the “Annual Fee”). Flower Mound agrees to pay ITS the amount of SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$6,250.00) per month (the “Monthly Payment”) towards satisfaction of the Town’s Annual Fee obligation. Flower Mound shall make the Monthly Payment, processing the itemized statement in its usual and customary fashion, making all reasonable efforts to process the Monthly Payment within thirty (30) days from Town of Flower Mound’s receipt of each monthly statement.

ITS’s Standard Hourly Billing rates are attached as Exhibit A.

ITS shall submit its monthly statements and semi-annual certificates to the Town Manager, 2121 Cross Timbers Road, Flower Mound, Texas 75028.

EXHIBIT “A”**STANDARD RATE SCHEDULE****1.1 STANDARD RATE SCHEDULE**

The services related to this project will be based upon the following Standard Billing Rates. Standard Billing Rates are subject to change at the beginning of each calendar year.

Professional	Standard Billing Rate
Principal	\$275
Principal Engineer	\$275
Executive Transportation Planning Specialist	\$125
Technical Support	\$125
Support Staff	\$75



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: December 3, 2018

FROM: Robert Pegg, P.E., Development Engineering Manager
Theresa Scott, Town Secretary

ITEM: **Ratify Right of Way (ROW) Purchase Agreement for the Old Gerault Road Reconstruction project.**

BACKGROUND INFORMATION: The staff request for authorization to pursue the purchase of the parcel of **Lot 4R3, Block A, Lakeside Ranch Business Park Addition** Right-of-Way (the Property), in association with the Old Gerault Road Reconstruction project, was presented and discussed during closed session on November 19, 2018; however, the subsequent Council action was inadvertently not taken:

Legal Description:

BEING a 16,880 square foot (0.388 acre) tract of land situated in the J. Turner Survey, Abstract No. 1251, Town of Flower Mound, Denton County, Texas; said tract being part of Lot 4R3, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet 2009, Page 62 of the Official Public Records of Denton County, Texas

DRAFT MOTION:

Move to ratify the Purchase Agreement with Gerault Office Warehouse I, LP for purchase of Right-Of-Way related to the Old Gerault Road Reconstruction project and authorize the Mayor to sign said Purchase Agreement and authorize the Town Manager, or his designee, to pay all costs associated with closing of the transaction in accordance with the Purchase Agreement, and to execute all necessary documents at closing on behalf of the Town.



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: December 3, 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. Prior to the November 5, 2018 public hearing, the Applicant requested this item be postponed in order to allow the Developer additional time to discuss the project with the adjacent neighborhood. During the November 5, 2018 public hearing, Council moved to hold this item until the December 3, 2018 public hearing.

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 approve as presented in the agenda caption.



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

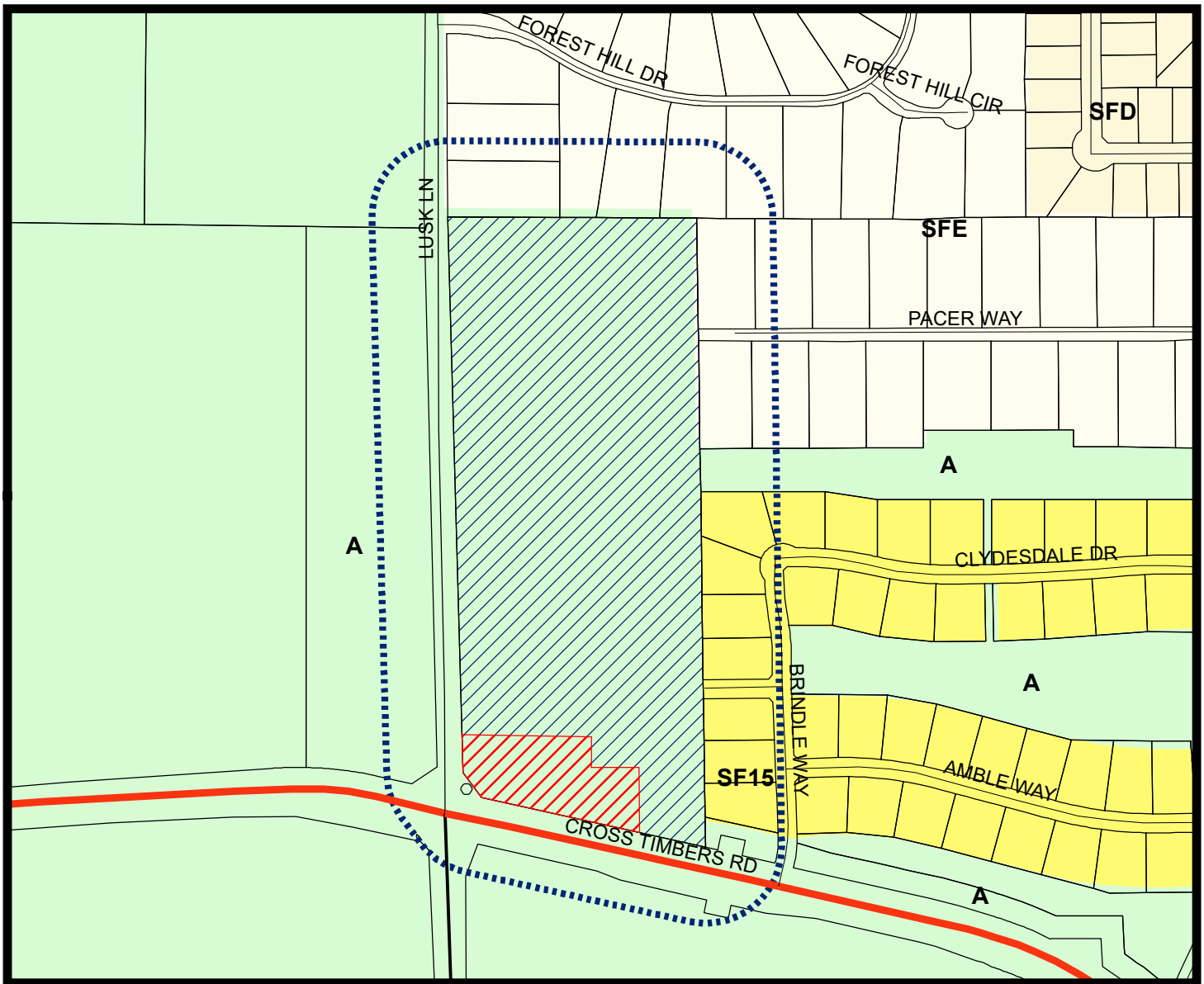
B. Application Details

1. Master Plan Exhibit



Vicinity Map

Reference Project: MPA18-0004 & ZPD18-0004



LEGEND

Agriculture
 Single Family 15
 Single Family Density
 Single Family Estate



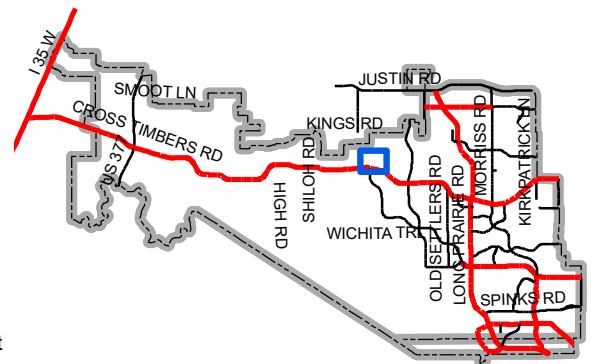
Subject Property - Commercial



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.

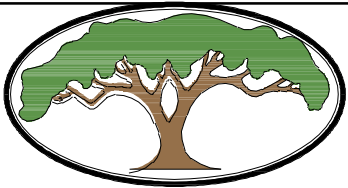
To accommodate future access to the remaining Balekian tract 0.14 acres of ROW, 50' wide, will be dedicated by subdivision plat. The plat will be submitted to the Town of Flower Mound for review following completion of the current MPA and ZPD proposals. A 30' residential street section, 31' B-B, will 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

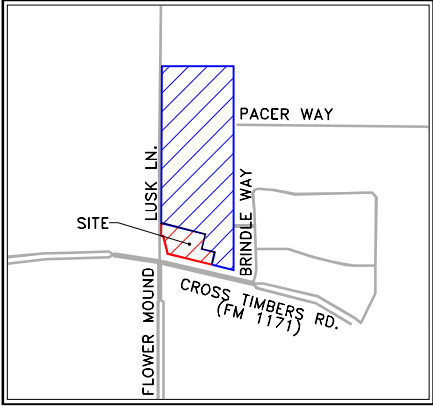
TRACT 1 METES & BOUNDS DESCRIPTION:

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;

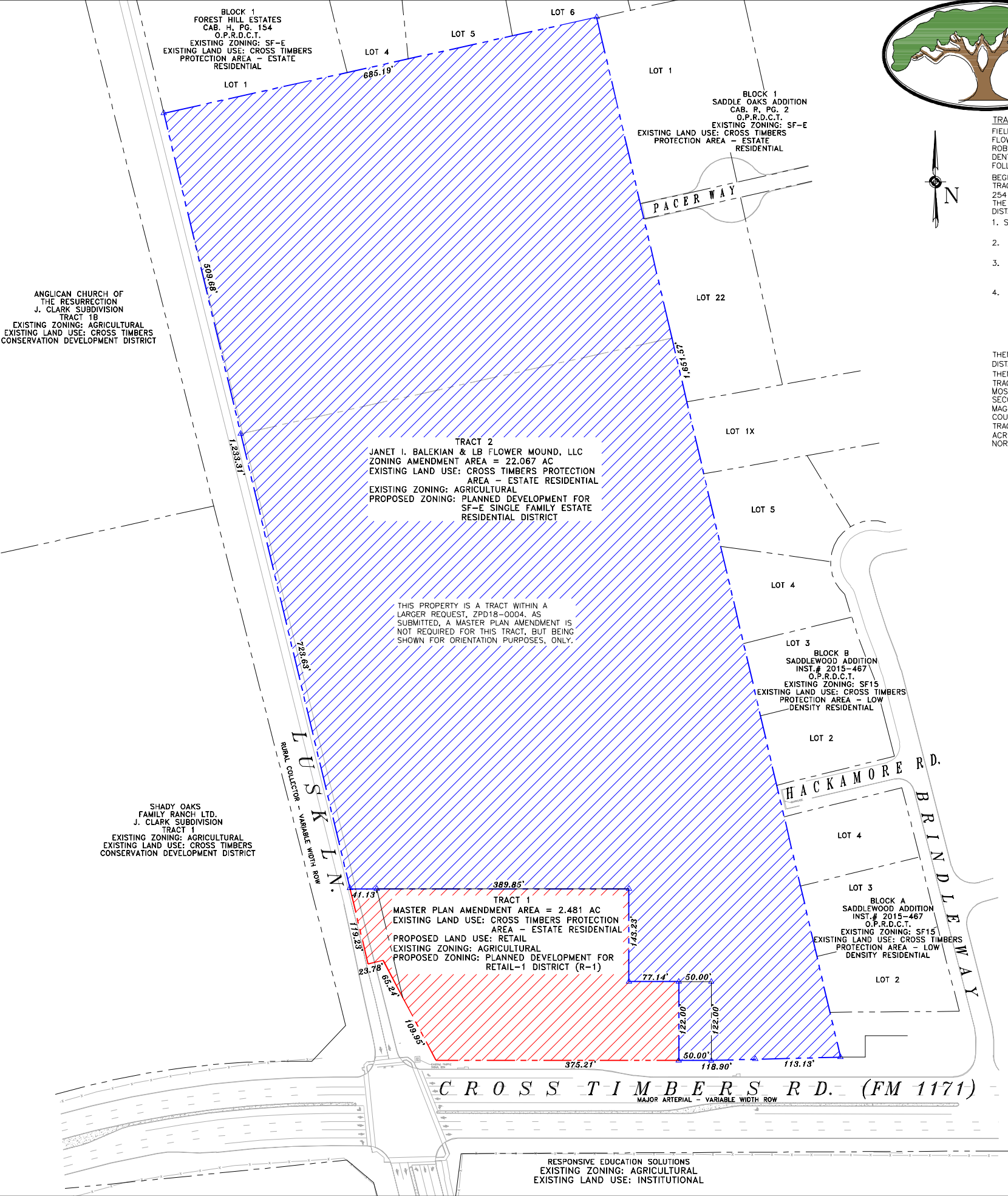
THENCE NORTH 77 DEGREES 25 MINUTES 54 SECONDS WEST, WITH THE NORTH LINE OF THE DENTON COUNTY TRACT, A DISTANCE OF 375.21 FEET TO 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" AT AN ANGLE POINT; THENCE NORTH 15 DEGREES 19 MINUTES 21 SECONDS WEST, CONTINUING WITH THE NORTH LINE OF THE DENTON COUNTY 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
100100100

ARCHITECT:
190 W. Jefferson Ave.
Suite 1200
Detroit, MI 48226
www.hcm.com

ENGINEER:
CARLSON CONSULTING ENGINEERS, INC.
7068 Longstone Commons
Birmingham, TN 38103
Phone (901) 384-0404
Fax (901) 384-0710

DEVELOPER:
ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-40
BIRMINGHAM, AL 35242
PH. (205) 405-5443

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;

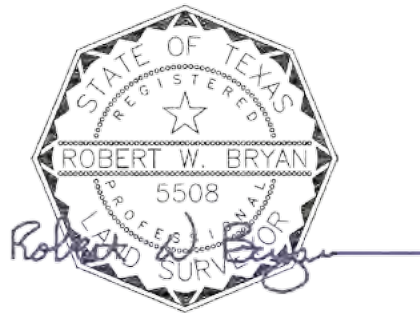
THENCE NORTH 15 degrees 19 minutes 21 seconds WEST, continuing with the north line of the Denton County tract, a distance of 175.19 feet to a TxDOT Right of way iron rod with aluminum cap (TYPE III) found at the most northerly northeast corner of the Denton County tract;

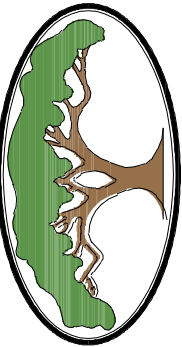
THENCE SOUTH 89 degrees 05 minutes 22 seconds WEST, continuing with the north line of the Denton County tract, a distance of 23.78 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the northwest corner of the Denton County tract;

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.)



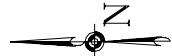


BALEKIAN ADDITION MASTER PLAN EXHIBIT

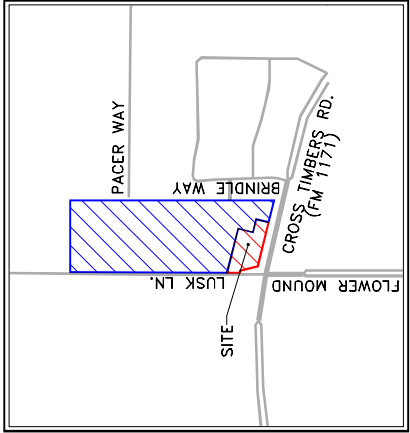
TRACT 1, METES & BOUNDS DESCRIPTION:

BEING THE TRACT DESCRIBED IN THE WILLIAM MALONE SURVEY, ABSTRACT NUMBER 885, 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 35 MINUTES 48 SECONDS WEST, A DISTANCE 722.83 FEET; THENCE THROUGH THE INTERIOR OF BALEKIAN TRACT; THE FOLLOWING CALLS:
1. SOUTH 77 DEGREES 23 MINUTES 54 SECONDS EAST, A DISTANCE OF 430.96 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 OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS (NORTH LINE OF CROSS TIMBERS ROAD), FROM WHICH A TADDO 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 18.90 FEET;
- THENCE NORTH 77 DEGREES 25 MINUTES 54 SECONDS WEST, WITH THE NORTH LINE OF THE DENTON COUNTY TRACT, A DISTANCE 397.62 FEET TO 1/2-INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" AT 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 TADDO 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 2.46 ACRES (108,000 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.

BLOCK 1 ESTATES
OAK HILLS, PG. 184
O.P.R.D.C.T.
EXISTING ZONING: SF-E
EXISTING LAND USE: CROSS TIMBERS
PROTECTION AREA - ESTATE
RESIDENTIAL

BLOCK 1
SADDLE OAKS ADDITION
OAK HILLS, PG. 184
O.P.R.D.C.T.
EXISTING ZONING: SF-E
EXISTING LAND USE: CROSS TIMBERS
PROTECTION AREA - RESIDENTIAL

ANGELIAN CHURCH OF
THE RESURRECTION
J. CLARK SUBDIVISION
TRACT 1B
EXISTING ZONING: AGRICULTURAL
EXISTING LAND USE: CROSS TIMBERS
CONSERVATION DEVELOPMENT DISTRICT

TRACT 2
JANET I. BALEKIAN & LB FLOWER MOUND, LLC
ZONING AMENDMENT AREA = 22.067 AC
EXISTING LAND USE: CROSS TIMBERS PROTECTION
AREA - ESTATE RESIDENTIAL
EXISTING ZONING: AGRICULTURAL
PROPOSED ZONING: PLANNED DEVELOPMENT FOR
SINGLE FAMILY ESTATE
RESIDENTIAL DISTRICT

THIS PROPERTY IS A TRACT WITHIN A
LARGER REQUEST, ZPD18-0004, AS
SUBMITTED, A MASTER PLAN AMENDMENT IS
NOT REQUIRED FOR THIS TRACT, BUT BEING
SHOWN FOR ORIENTATION PURPOSES, ONLY.

SHADY OAKS
FAMILY PARK, LTD.
TRACT 1
EXISTING ZONING: AGRICULTURAL
EXISTING LAND USE: CROSS TIMBERS
CONSERVATION DEVELOPMENT DISTRICT

TRACT 1
MASTER PLAN AMENDMENT AREA = 2.481 AC
EXISTING LAND USE: CROSS TIMBERS PROTECTION
AREA - ESTATE RESIDENTIAL
EXISTING ZONING: AGRICULTURAL
PROPOSED ZONING: PLANNED DEVELOPMENT FOR
RETAIL-1 DISTRICT (R-1)

BLOCK A
SADDLEWOOD ADDITION
INST. # 2015-467
EXISTING ZONING: SF15
EXISTING LAND USE: CROSS TIMBERS
PROTECTION AREA - LOW
DENSITY RESIDENTIAL

CROSS TIMBERS RD. (FM 1171)
MAJOR ARTERIAL - VARIABLE WIDTH ROW

RESPONSIVE EDUCATION SOLUTIONS
EXISTING ZONING: AGRICULTURAL
EXISTING LAND USE: INSTITUTIONAL

LAND USE PLAN	MASTER PLAN FEATURES
SPECIFIC PLAN	ESTATE RESIDENTIAL WITHIN THE CROSS TIMBERS PROTECTION AREA
URBAN DESIGN PLANS	THIS PROJECT IS NOT LOCATED WITHIN A SPECIFIC AREA PLAN
PARKS & TRAILS	THE PROJECT IS NOT LOCATED WITHIN AN URBAN DESIGN PLAN
THOROUGHFARE PLAN	15' EQUESTRIAN TRAIL ALONG CROSS TIMBERS RD. (FM 1171).
WATER PLAN	8' FUTURE CITY BIKE LANE ALONG LUSK LN.
WASTEWATER PLAN	FM 1171 - MAJOR ARTERIAL, LUSK LN. - RURAL COLLECTOR
ECONOMIC IMPACT	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.
	LONG PRAIRIE SERVICE AREA, 8" MAIN ON SOUTH SIDE OF HACKAMORE RD. IN SADDLEWOOD SUBDIVISION TO THE EAST
	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:
G CONSULTANTS LLC
100 W. Jefferson Ave.
Denton, TX 76208
www.norr.com

ARCHITECT:
NORR
100 W. Jefferson Ave.
Denton, TX 76208
www.norr.com

ENGINEER:
CARLSON
CONSULTING
ENGINEERS, INC.
1208 Lexington Commerce
Birmingham, AL 35244
Phone (205) 984-0044
Fax (205) 984-0710

DEVELOPER:
ORANGE
DEVELOPMENT
1200 CORPORATE DRIVE
BIRMINGHAM, AL 35242
PH (205) 463-9442

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. 10

REGULAR ITEM

DATE: December 3, 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.)***

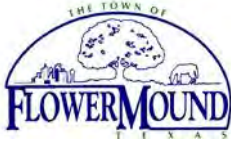
BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Prior to the November 5, 2018, public hearing, the Applicant requested this item be postponed in order to allow the Developer additional time to discuss the project with the adjacent neighborhood. During the November 5, 2018, public hearing, Council moved to hold this item until the December 3, 2018, public hearing.

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 approve as presented including acceptance of payment in lieu of park land dedication and park development fees.



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

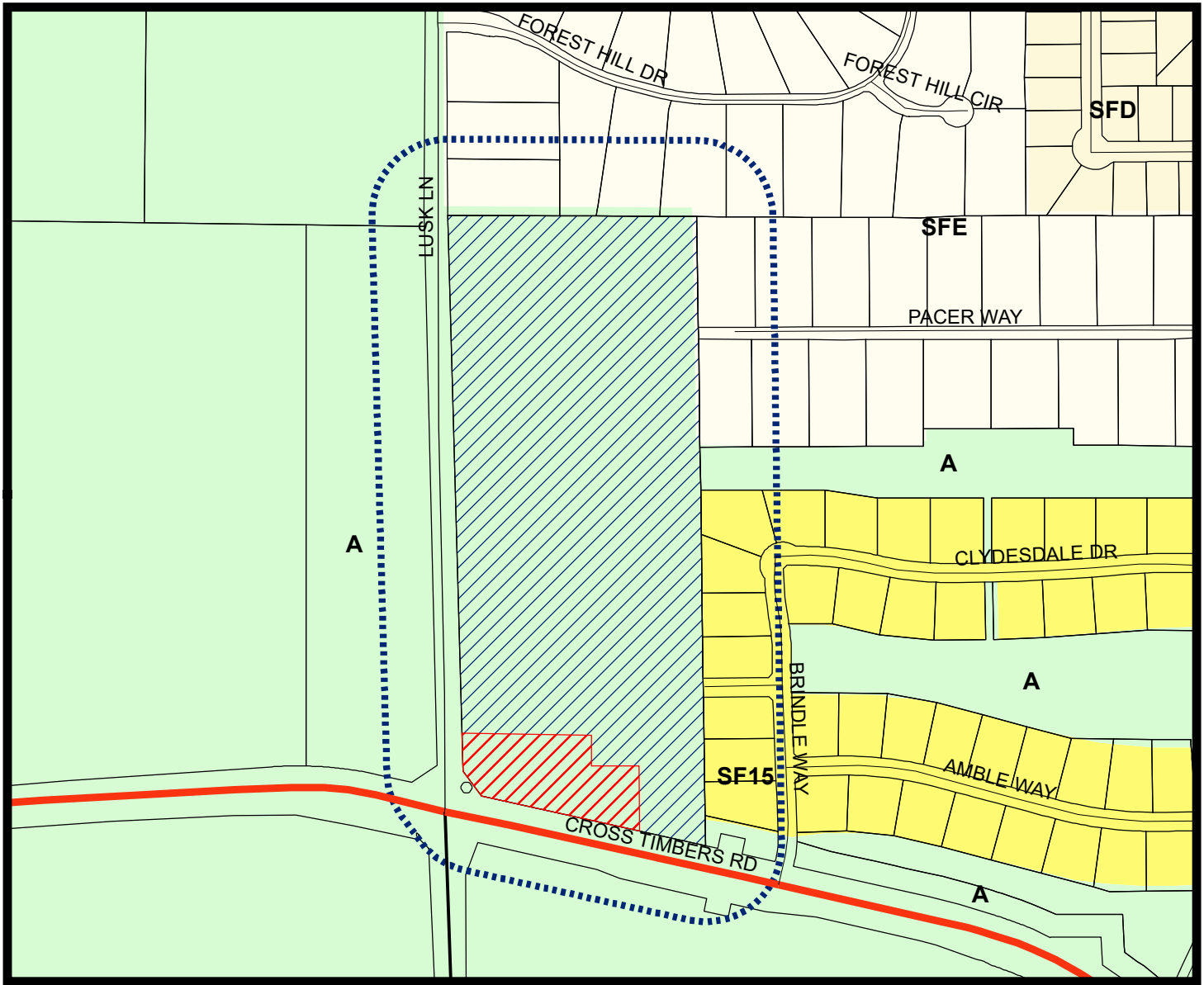
B. Application Details

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



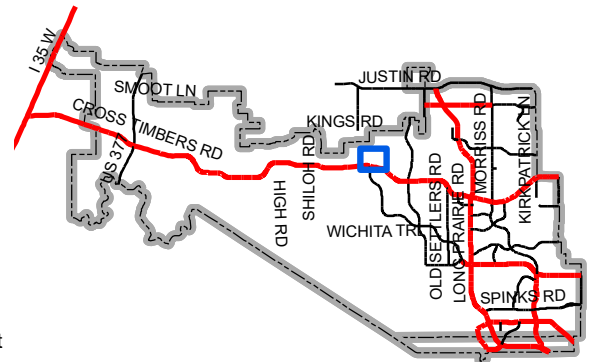
Subject Property - Commercial



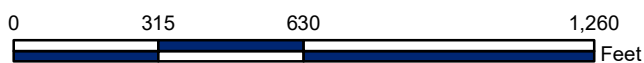
Subject Property - Residential



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 (CTCCD). 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

STORE NUMBER:	10907
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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:



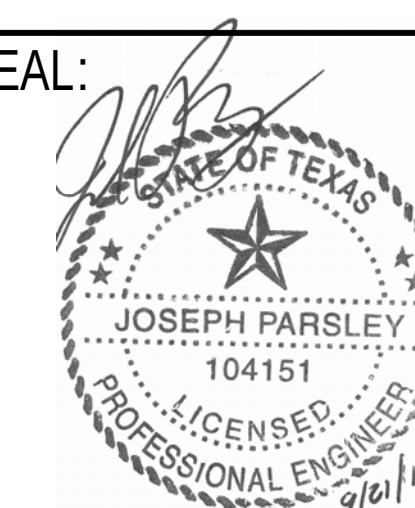
**CARLSON
CONSULTING
ENGINEERS, INC.**

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

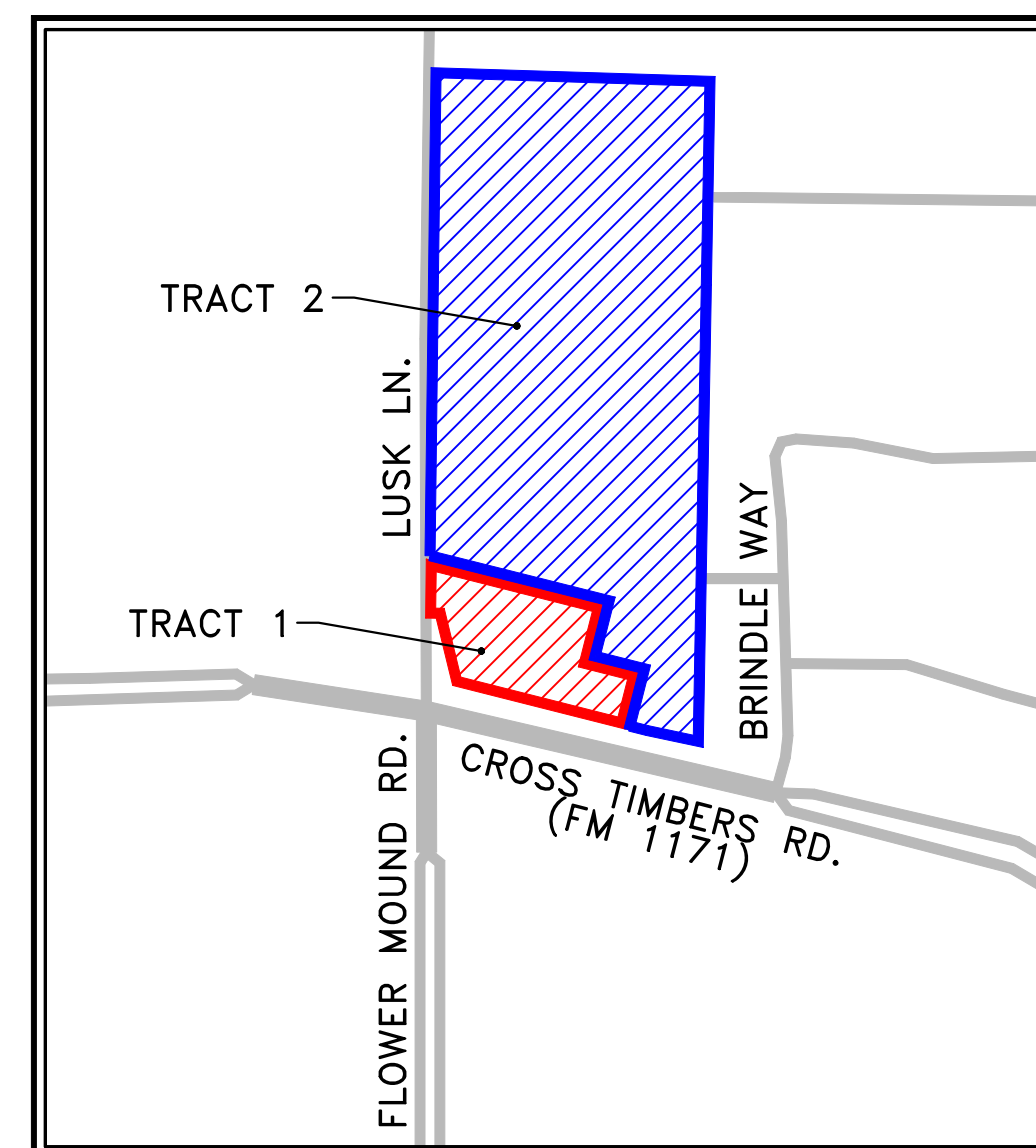
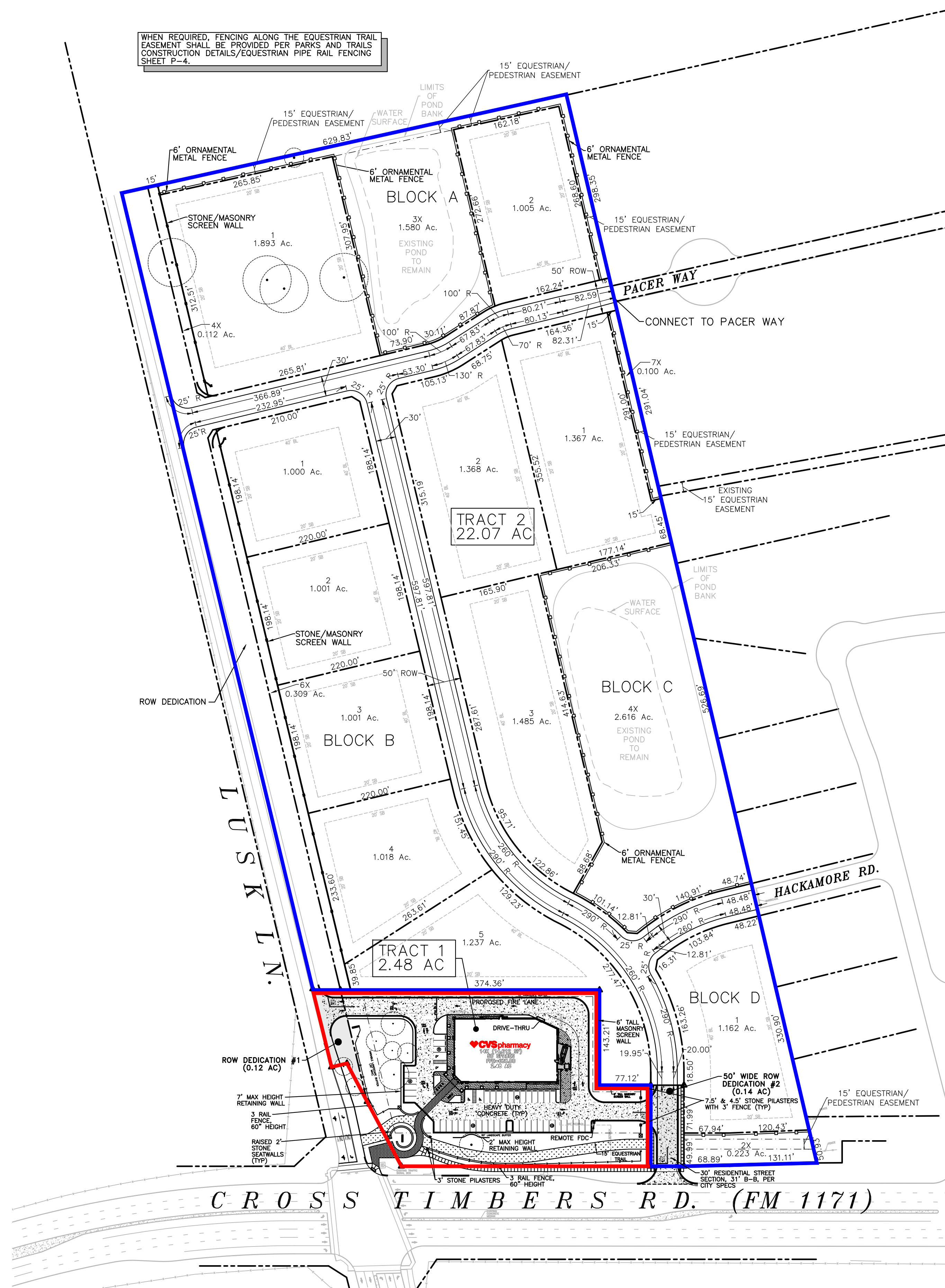
JOB NUMBER: N/A

TITLE: CONCEPTUAL
SITE PLAN

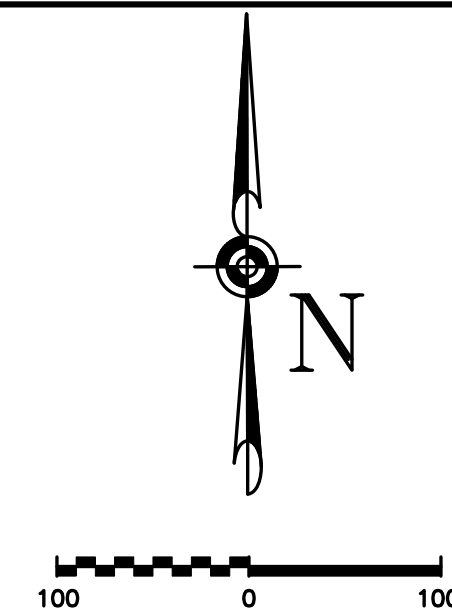
SHEET NUMBER:

4 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



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
GROSS SITE AREA		2.48 AC (108,090 SF)		22.07 AC (961,246 SF)
NET SITE AREA		2.36 (103,000 SF)		21.93 (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
LOT COVERAGE	14% (14,612 SF)		1.45% (13,916 SF)	5.51% (20,971 SF)
IMPERVIOUS AREA	59% (63,550 SF)		1.45% (213,916 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'	N/A
PEAK ROOF HEIGHT	26'-0"		2 STORIES	3 STORIES MAX 35'-0"
TOTAL BUILDING AREA	14,612 SF		14,616 SF	400 SF MIN
PHASE	SINGLE PHASE		N/A	MULTIPLE PHASES
PARKING REQUIRED (1/250) PHASES	59 SPACES		N/A	2 PER DWELLING UNIT
PARKING PROVIDED	50 SPACES		N/A	
HANDICAP PARKING	4 SPACES		N/A	
				11 BUILDABLE LOTS & 2 COTS

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. DUMPSITE SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSITE 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 BE REMOVED FROM ALL SIGNS IN ACCORDANCE WITH TOWN REGULATIONS.
7. RETAINING WALLS AND ABOVE (INCLUDING FOOTING) NEED A SEPARATE PERMIT THROUGH BUILDING INSPECTIONS.

CVS PROJECT MANAGER: J. MUTTER

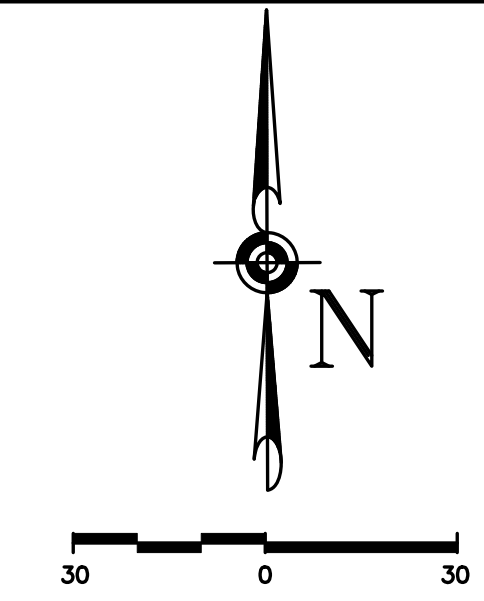
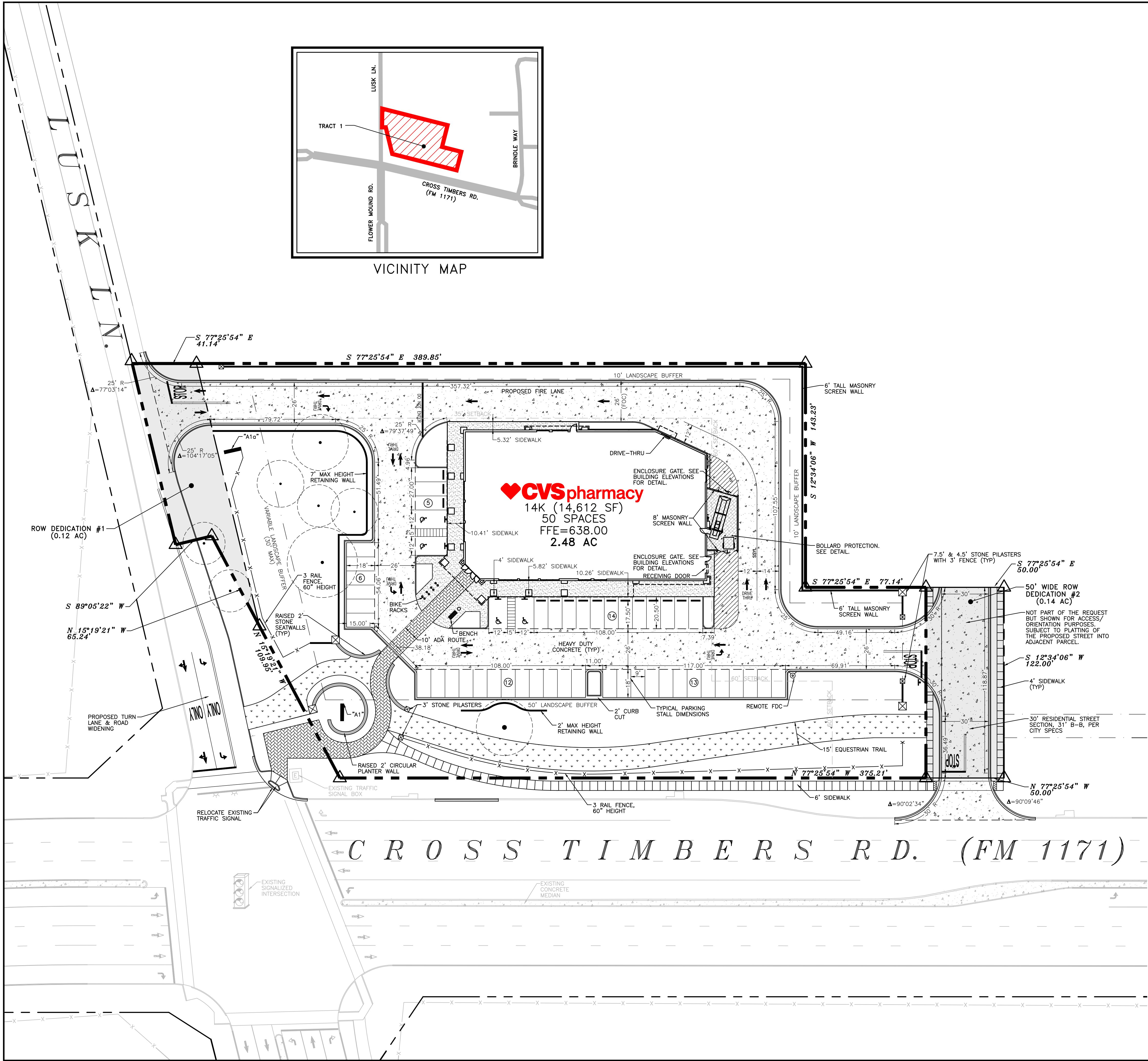
DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

TITLE: CONCEPTUAL
SITE PLAN

SHEET NUMBER:



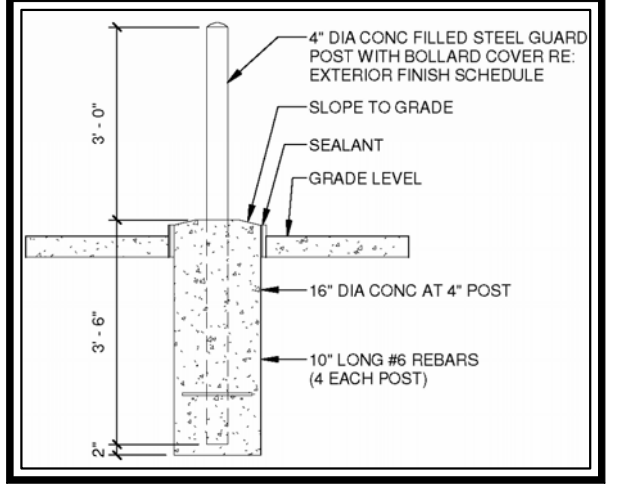
TRACT 1	2.48 ACRES
TRACT 2	22.07 ACRES
TOTAL	24.55 ACRES

LEGEND

- PROPERTY LINE
- FIRE LANE CONCRETE
- ROW DEDICATION
- BUILDING SIDEWALK
- DECORATIVE STAMPED CONCRETE
- GRAVEL DRIVEWAY
- ARCHITECTURAL CONCRETE
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- 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	UNDEVELOPED
CURRENT ZONING	AGRICULTURAL
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
PARKING PROVIDED	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
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

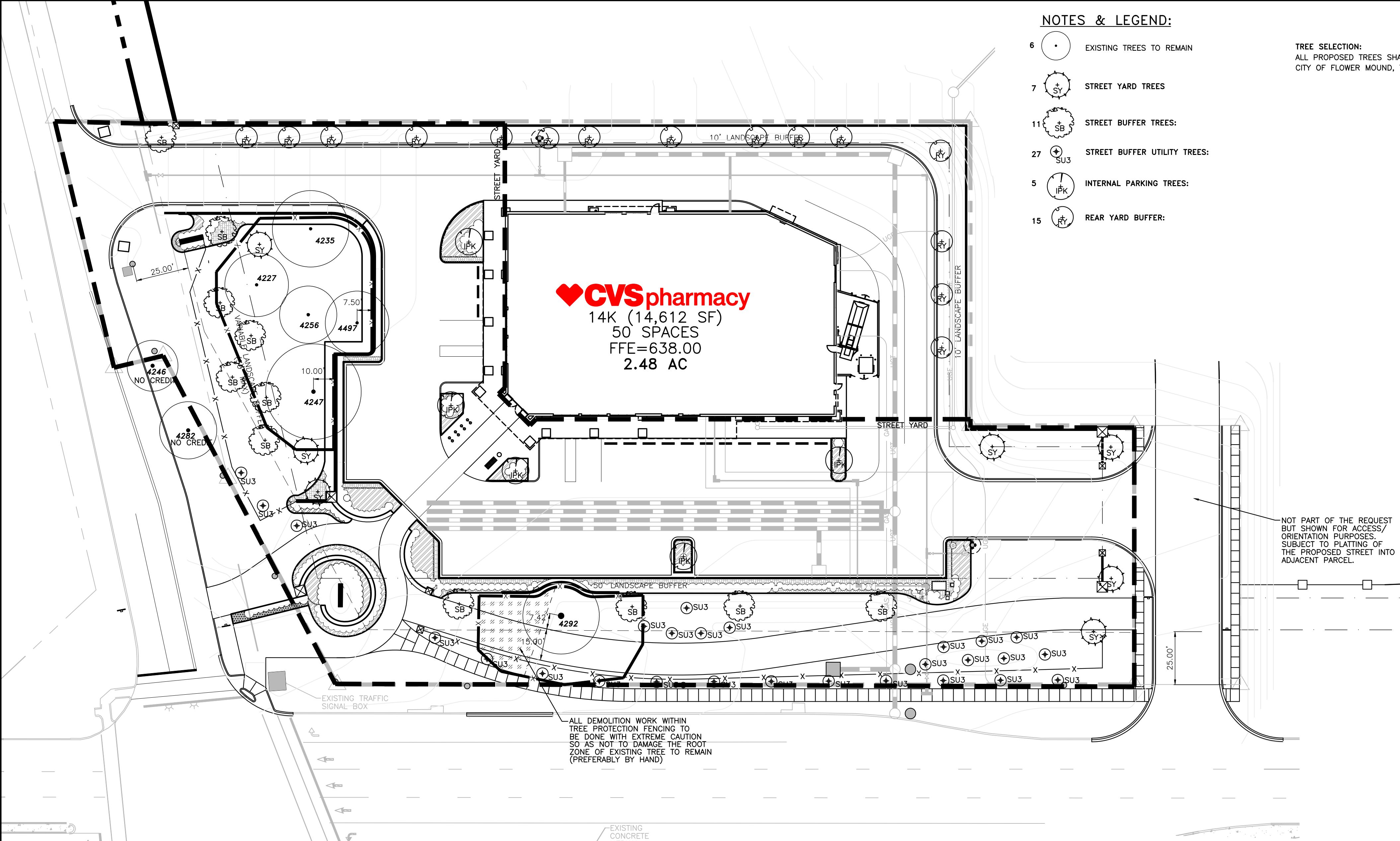
JOB NUMBER: N/A

TITLE: **TRACT 1 CONCEPTUAL
SITE PLAN**

SHEET NUMBER:

COMMENTS:
NOT RELEASED FOR CONSTRUCTION

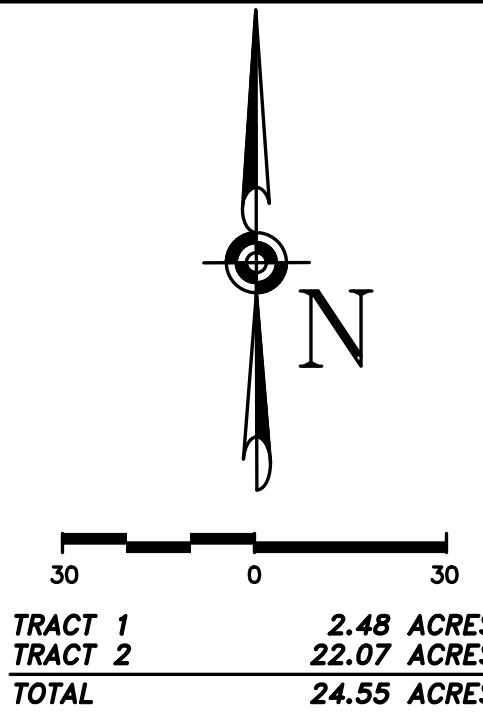




NOTES & LEGEND:

- 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.

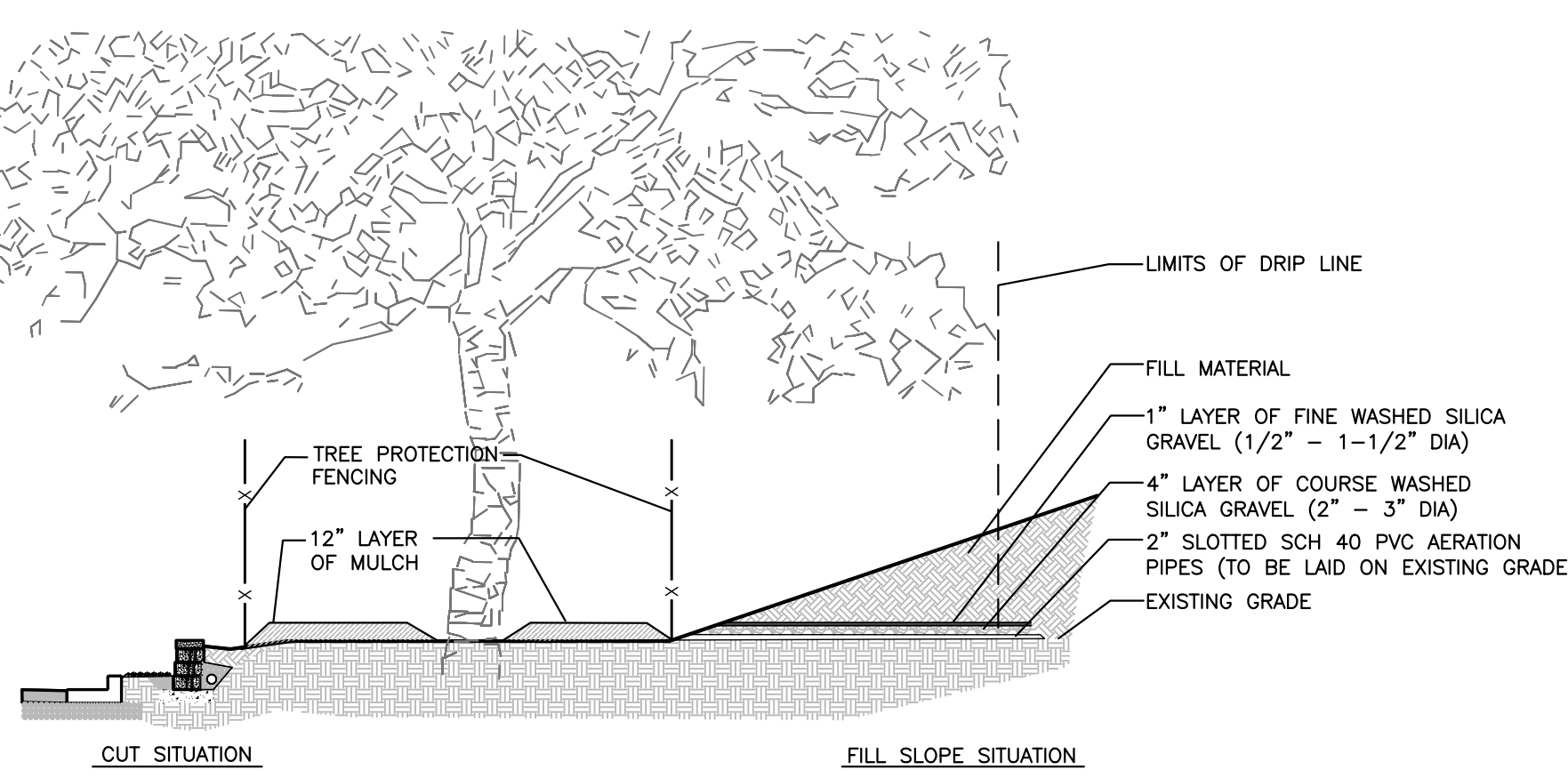
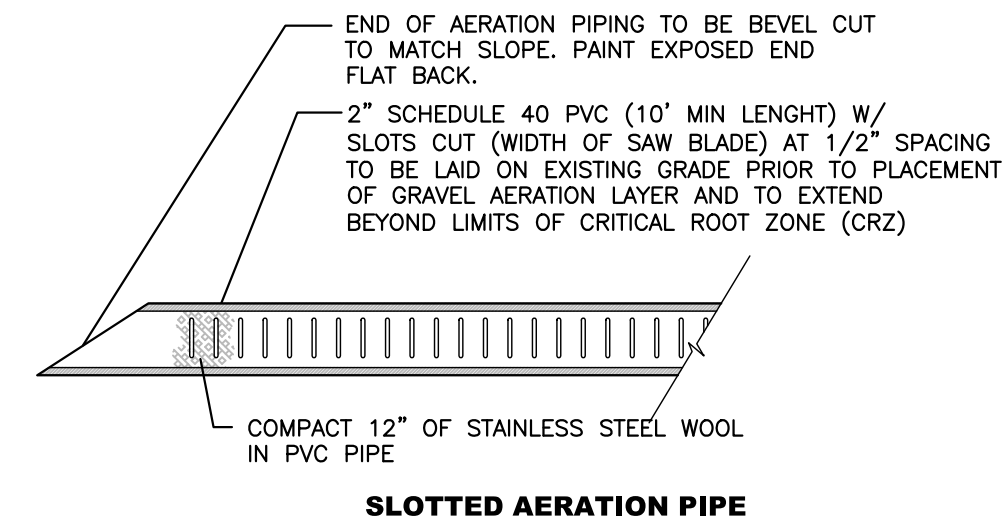
PROTECTION MEASURES IN BOTH A "CUT" AND "FILL" SITUATION: TREE TO REMAIN - EXISTING SIGNIFICANT TREE

- 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.
- TRENCING: WHEN TRENCING 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 FILL AND FINE GRAVEL SHALL BE PLACED OVER THE CRZ, ON A MINIMUM OF 16 INCHES 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. TREE TRUNK PLACE COARSE WASHED FINE GRAVEL GRADED FROM 1/2" 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 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 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

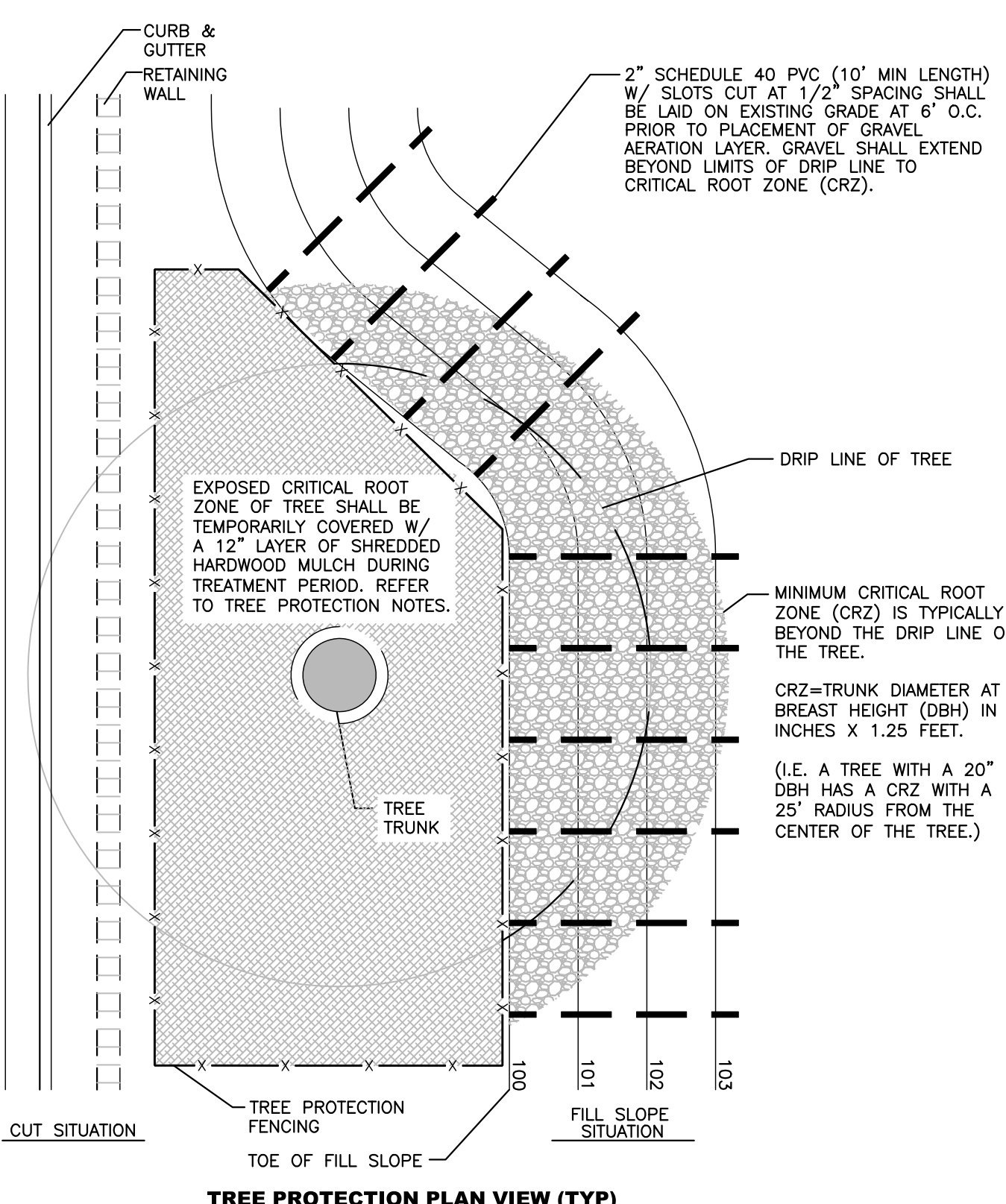
ALL TREE PROTECTION FENCING SHALL BE INSTALLED AS PER THE TREE PROTECTION FENCING DETAIL (THIS SET) AND BE APPROVED BY THE CITY OF FLOWER MOUND, TX. PRIOR TO BEGINNING ANY EARTH MOVING ACTIVITIES.

ALL SIGNIFICANT GRADE CHANGES ADJACENT TO TREE PROTECTION FENCING ALSO SHALL BE STAKED AND LABELED PRIOR TO THE INSPECTION.



TREE PRESERVATION

NTS



TREE PROTECTION PLAN VIEW (TYP)



14K - RL
RIGHT CORNER ENTRY
LEFT BUMPOUT DRIVE-THRU

STORE NUMBER: 10907

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FLOWER MOUND, TEXAS

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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
LANDSCAPE PLAN

SHEET NUMBER:

11 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION

STORE NUMBER: 10907

PROJECT TYPE: NEW STORE
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

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

NORR
ARCHITECTS ENGINEERS PLANNERS

**CARLSON
CONSULTING
ENGINEERS, INC.**

7068 Ledgestone Commons
Bartlett, TN 38133
Phone (901) 384-0404
Fax (901) 384-0710



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

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

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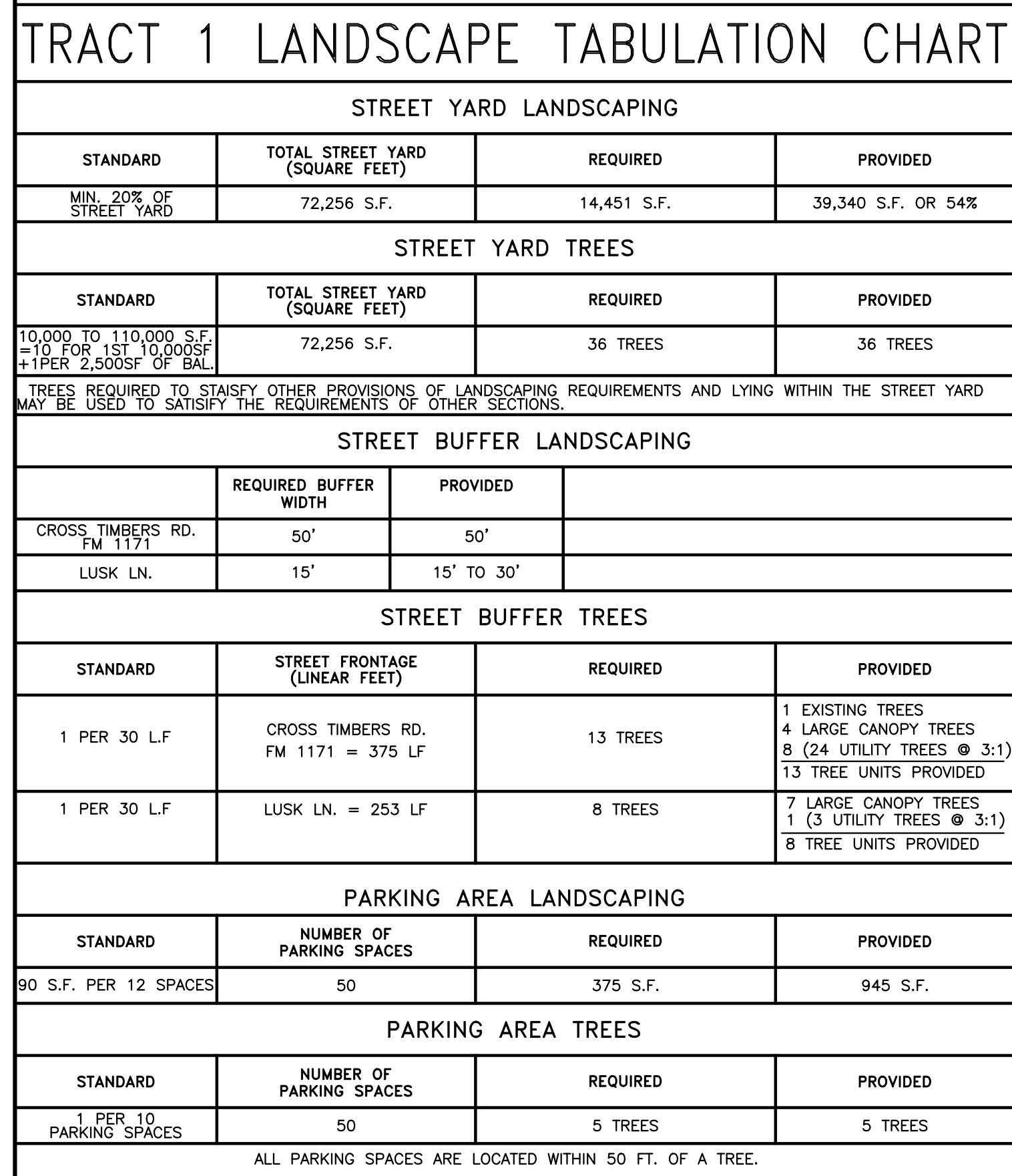
TITLE: **TRACT 1**

PLANTING PLAN

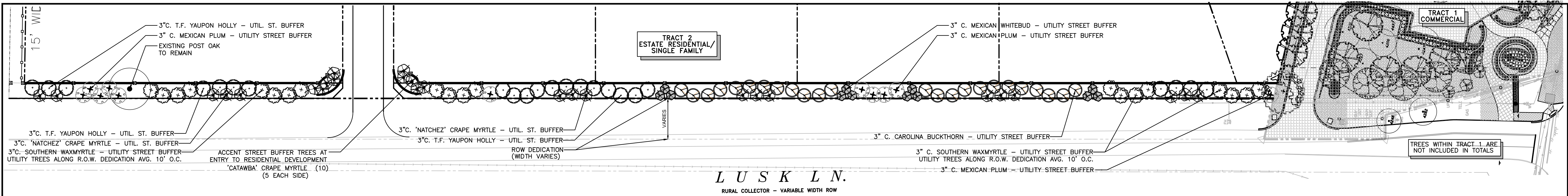
SHEET NUMBER:

12 OF 13

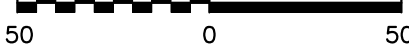
COMMENTS:
NOT RELEASED FOR CONSTRUCTION



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 HIT 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 HIT 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 HIT 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 YAUPON 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		PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
GROUND COVER:							
FILE 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
FILE 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.			



LUSK LANE CONCEPTUAL STREETSCAPE PLANTINGS:



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.

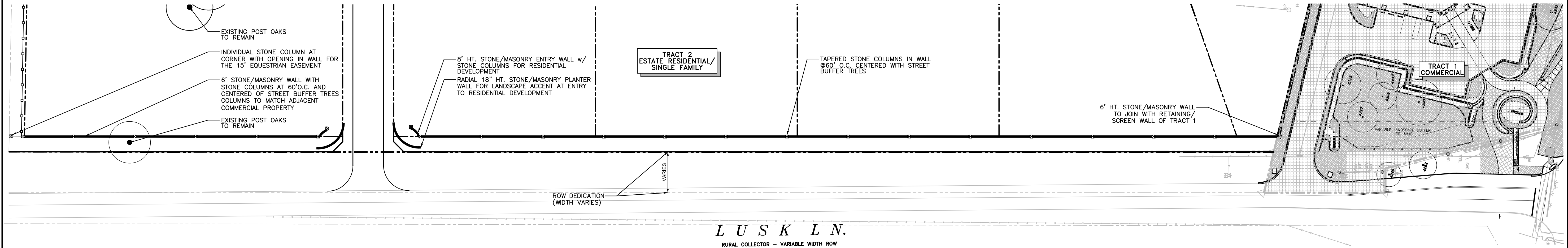
TRACT 2 LANDSCAPE TABULATION CHART

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

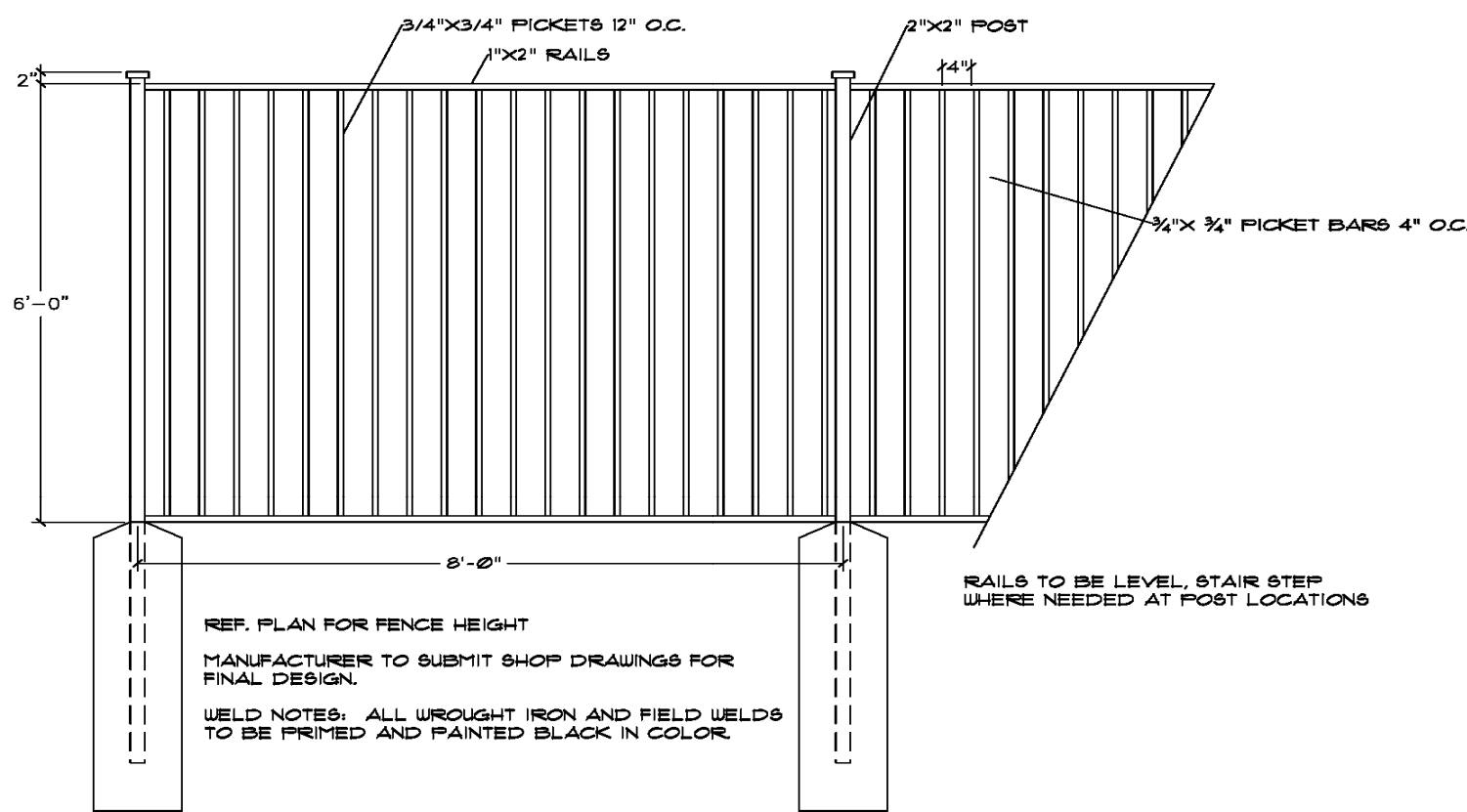
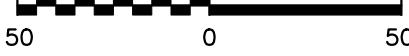
APPROVED OVERHEAD UTILITY EASEMENT TREE PLANTING LIST.
THE FOLLOWING LIST OF TREE SPECIES SHALL BE ALLOWED TO BE PLANTED IN OVERHEAD UTILITY EASEMENTS WHERE REQUIRED. THESE SPECIES WERE SELECTED DUE TO THEIR RELATIVELY SMALL MATURE SIZE AND GROWTH CHARACTERISTICS. TREES PLANTED IN THESE AREAS SHALL BE 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.



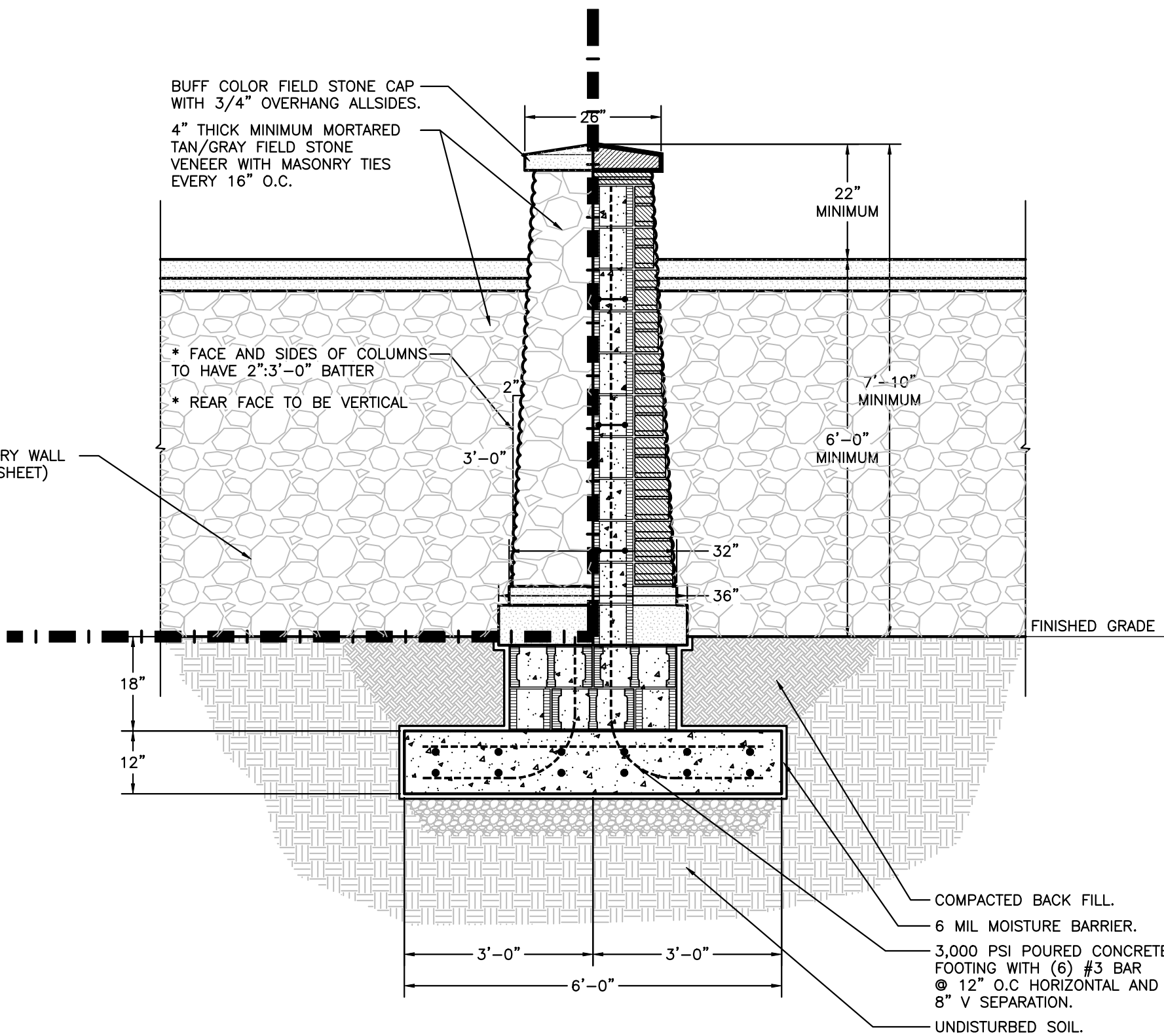
LUSK LANE CONCEPTUAL STREETSCAPE ENHANCEMENTS: HARDSCAPE IMPROVEMENTS



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

6" ORNAMENTAL METAL FENCE

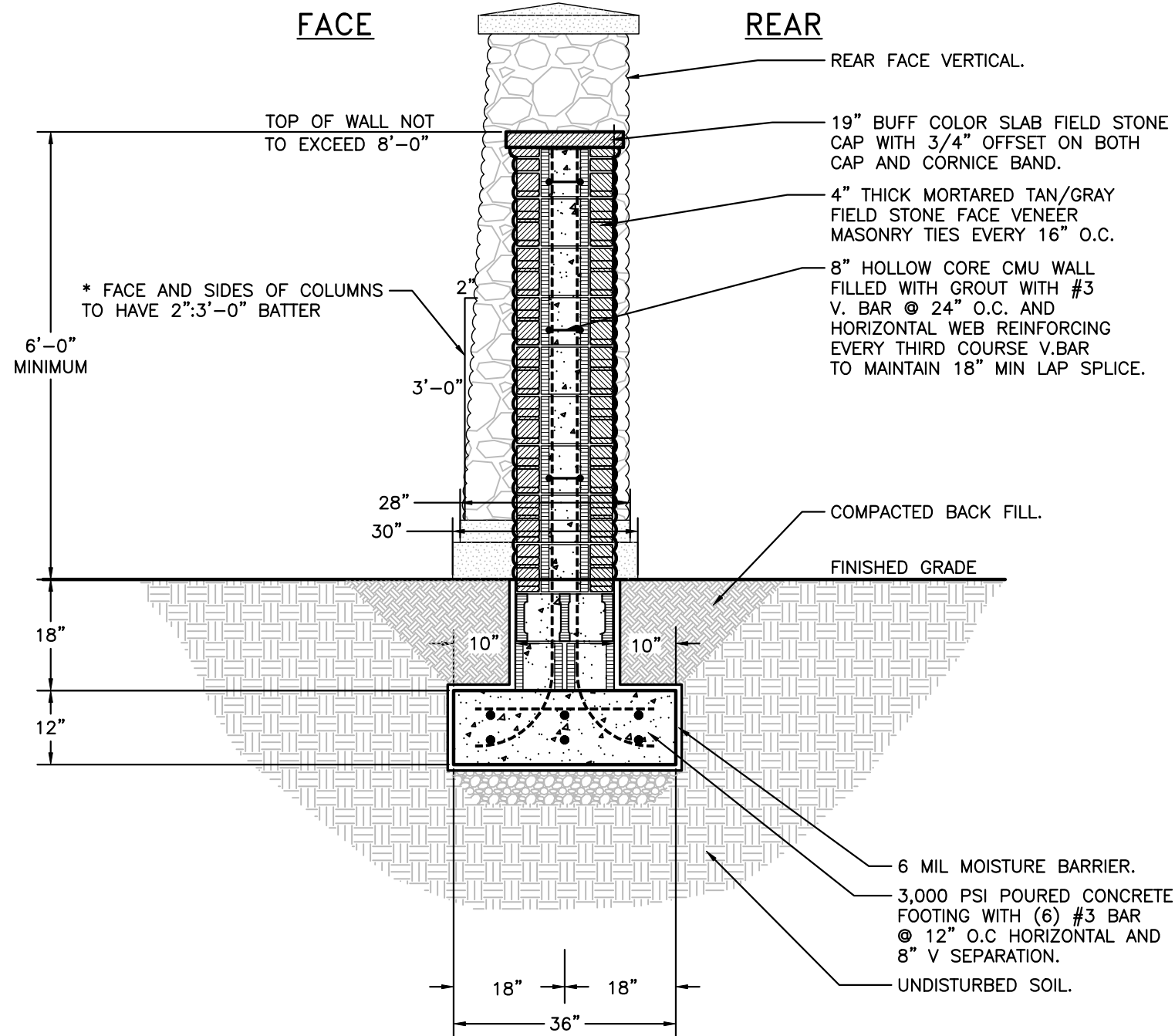
WHEN REQUIRED, FENCING ALONG THE EQUESTRIAN TRAIL EASEMENT SHALL BE PROVIDED PER PARKS AND TRAILS CONSTRUCTION DETAILS/EQUESTRIAN PIPE RAIL FENCING SHEET P-4.



TAPERED STONE COLUMN DETAIL

NTS

TOP OF WALL TO REMAIN LEVEL AND NOT TO EXCEED 8'-0" ABOVE GRADE. ADJUST TOP ELEVATION OF WALL CAP AT COLUMNS WHENEVER POSSIBLE. MAX. OF 18" STEP IN CAP TO ADAPT TO SLOPING CONDITIONS IN THE FIELD.



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
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
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7068 Ledgestone Commons
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Phone (901) 384-0404
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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:

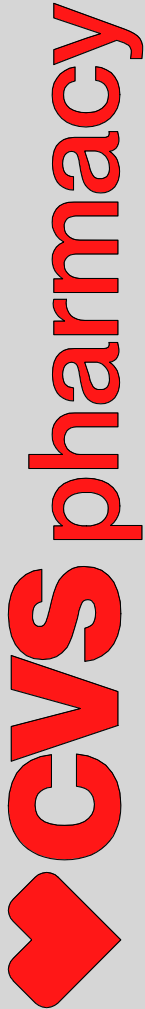
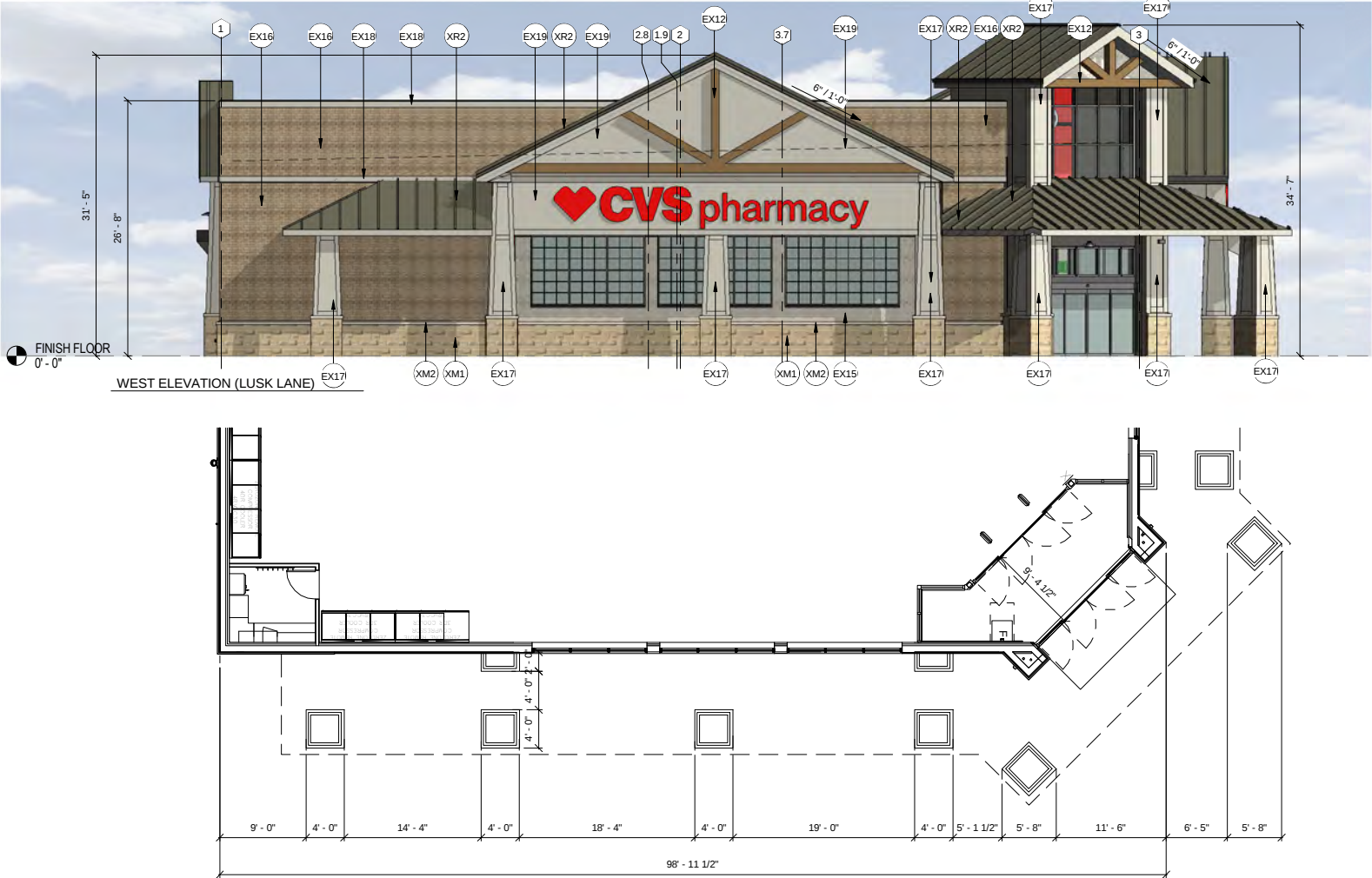
13 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION

CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

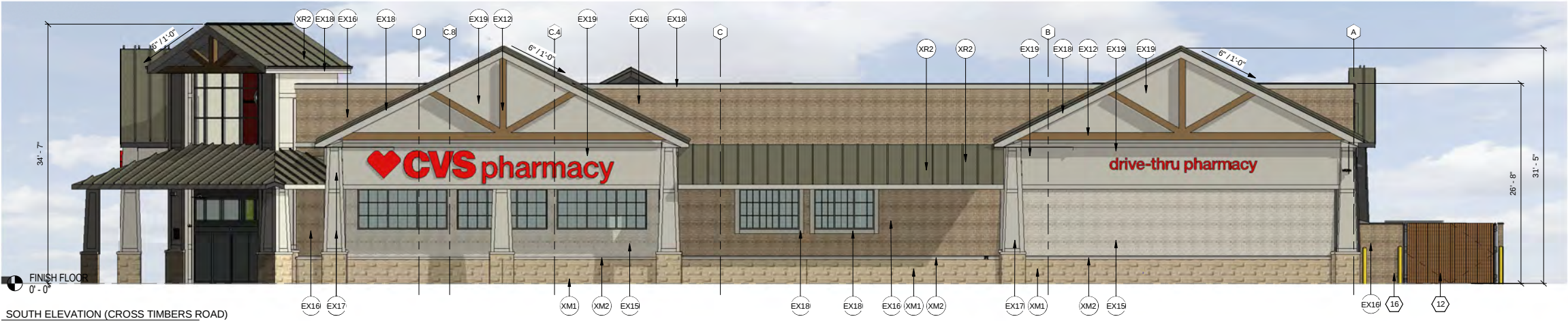
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	4,178 S.F.	4,333 S.F.	2,607 S.F.	2,818 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	4,034 S.F.	3,925 S.F.	2,485 S.F.	2,418 S.F.
3.	DOORS AND WINDOWS S.F.	144 S.F.	408 S.F.	122 S.F.	400 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	3,704 S.F. AND 92% OF 2	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		

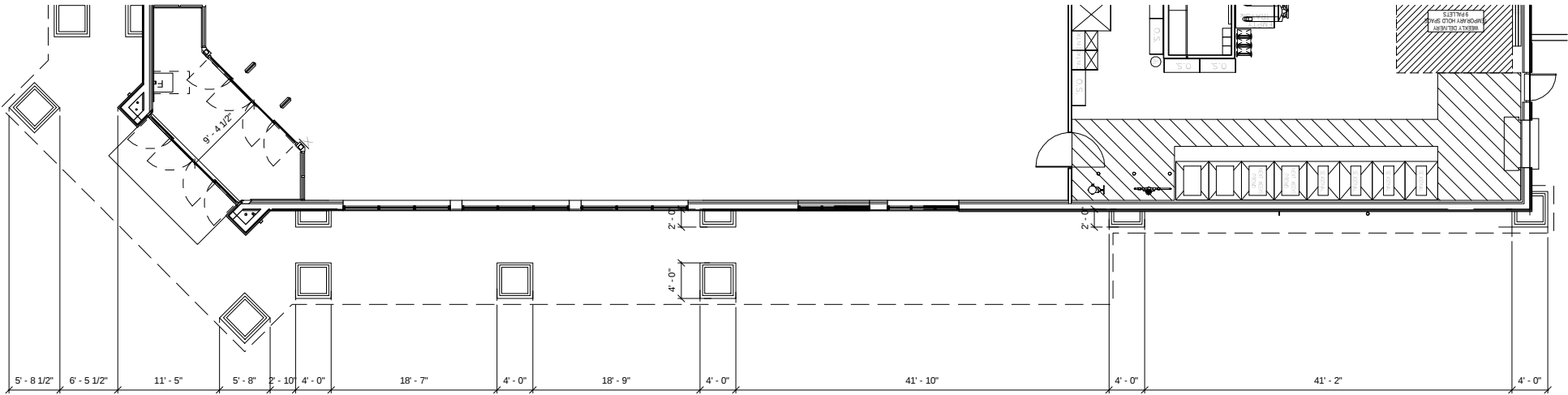


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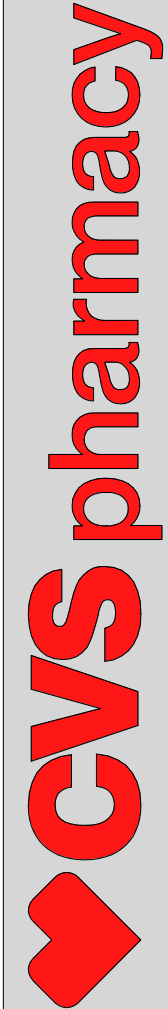
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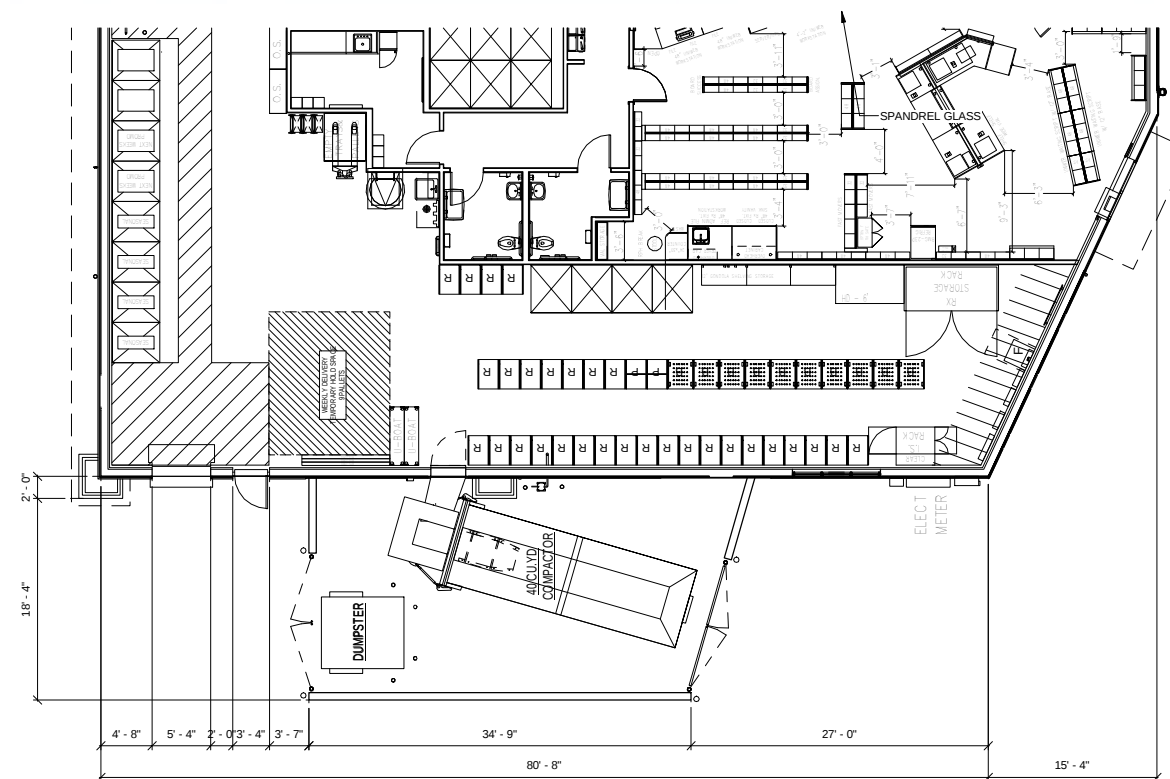
SOUTH ELEVATION (CROSS TIMBERS ROAD)



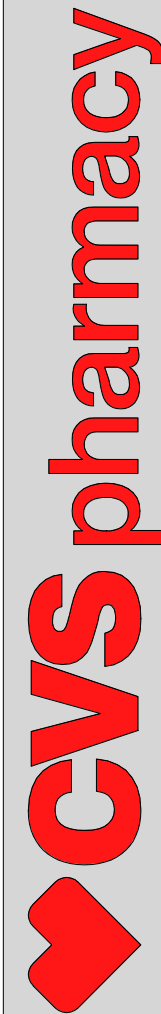
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



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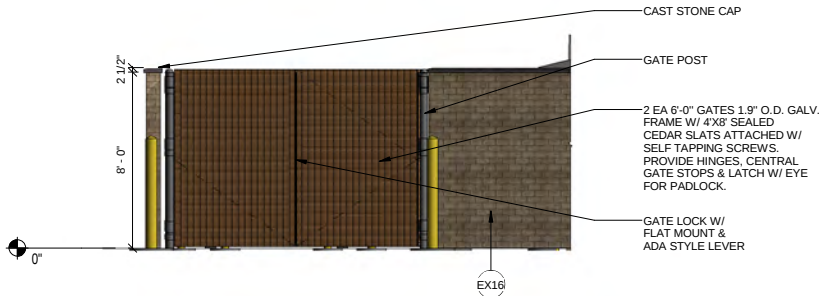
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CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX





DUMPSTER ENCLOSURE EAST ELEV.

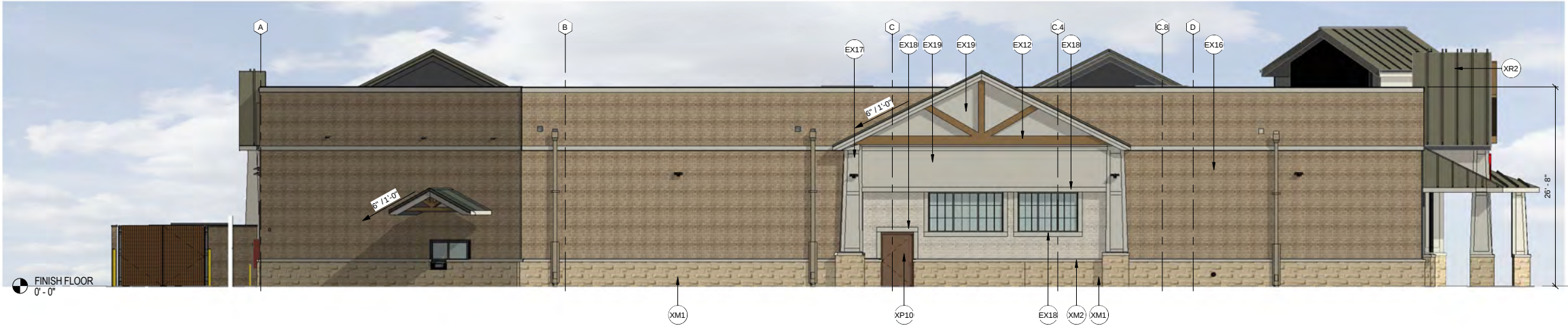


DUMPSTER ENCLOSURE NORTH ELEV.

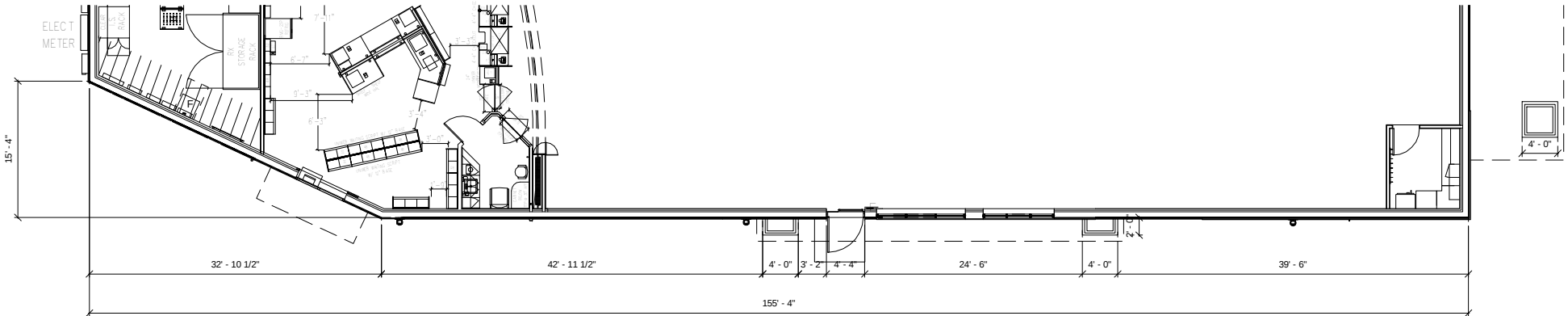
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ALL WINDOW MULLIONS TO BE EX5

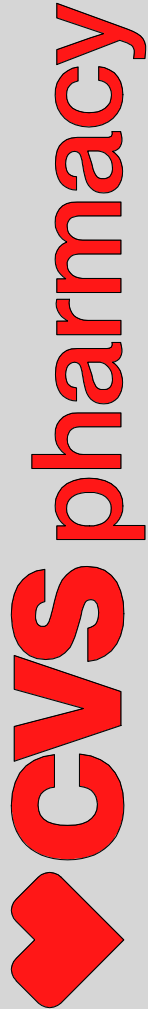
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
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.

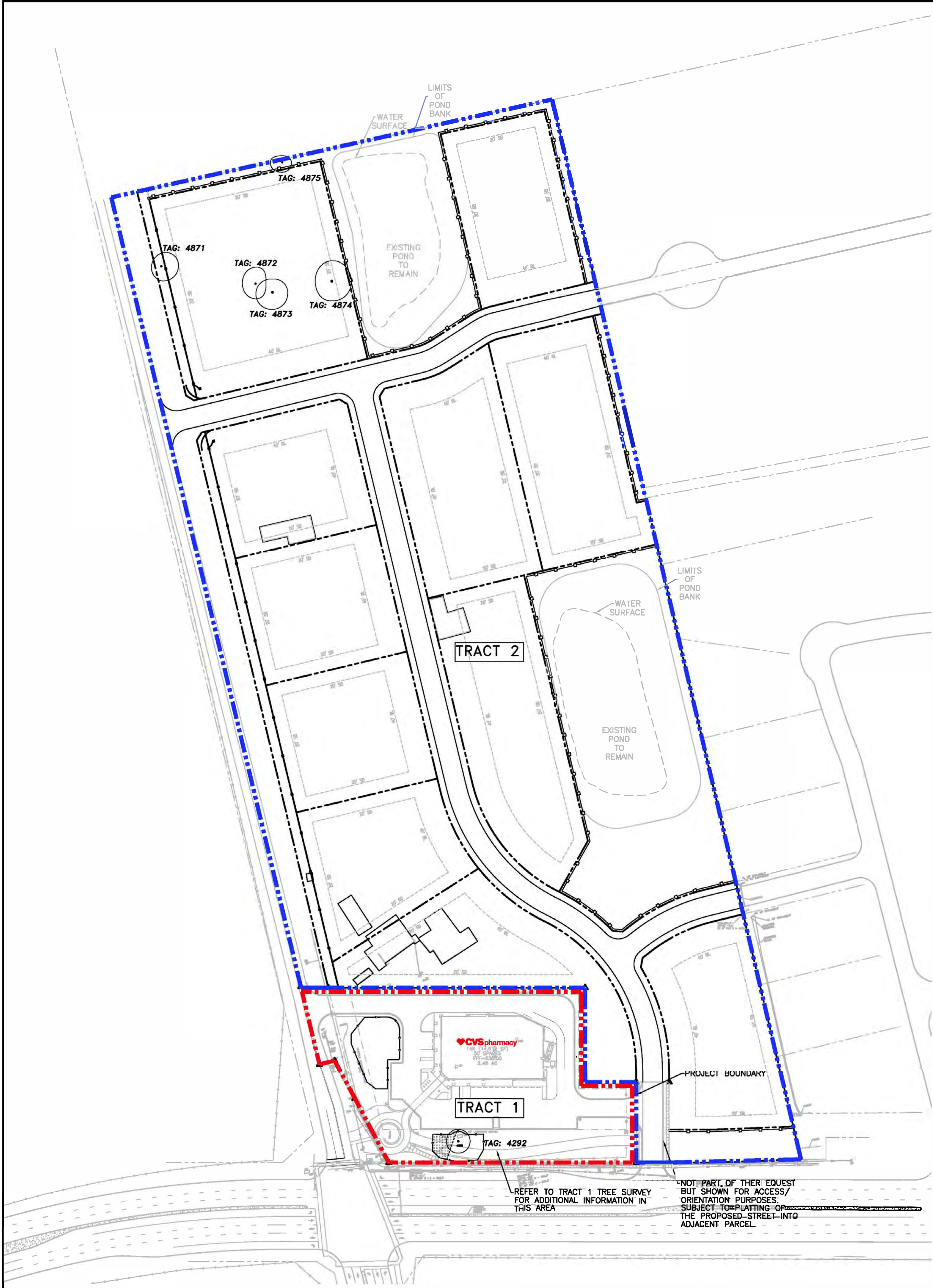


NORTH ELEVATION



CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

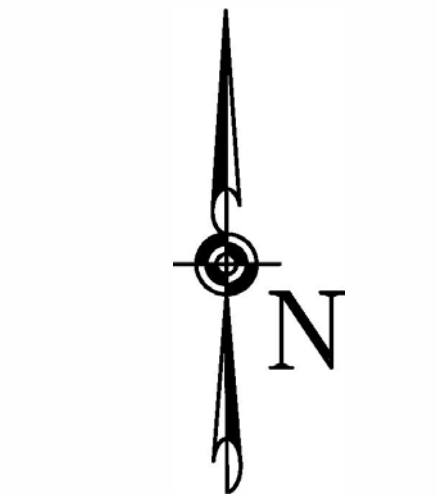




NOTE TO CONTRACTOR:

— 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

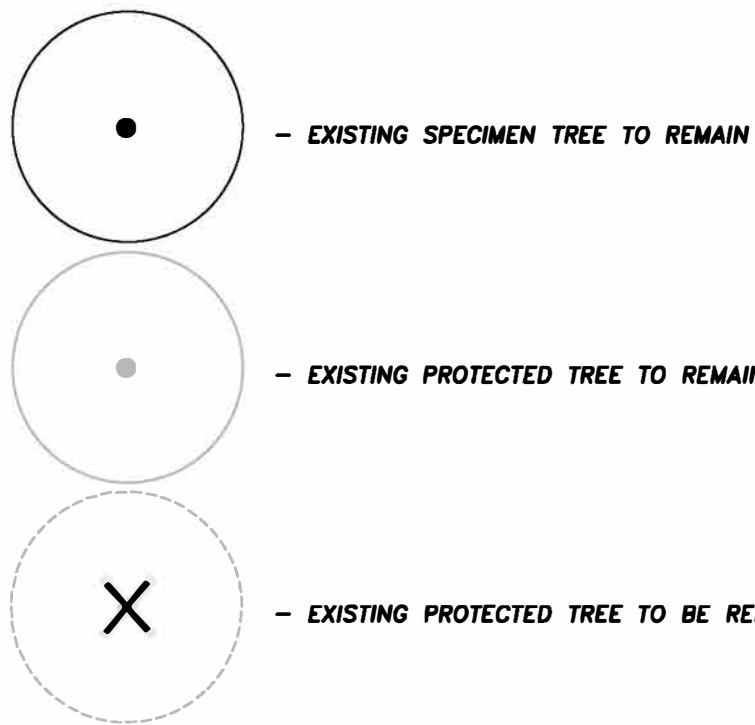
FOR THE INITIAL TREATMENT OF THE GROUND WITHIN THE CRITICAL ROOT AREA OF THE TREE. THIS SHALL BE FERTILIZED WITH A PHOSPHORUS RICH FERTILIZER (AS PER SOIL TESTS RECOMMENDATIONS) IN PREPARATION FOR ROOT DISTURBANCE AND HAVE THE AREA WITHIN THE CRITICAL ROOT ZONE AERATED BY MEANS OF A SUBTERRANEAN DEEP-ROOT 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

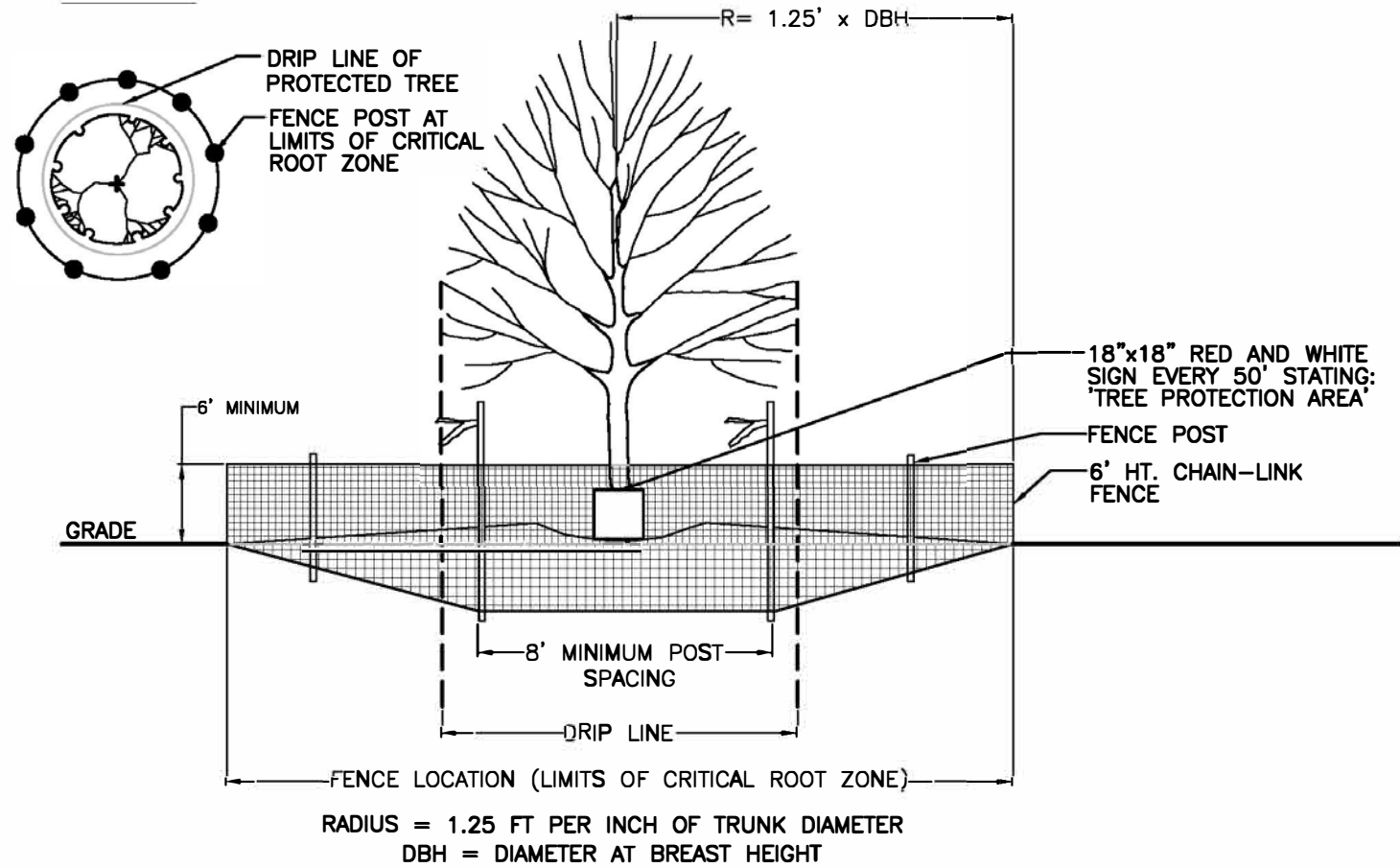
1 - SPECIMEN TREES WITHIN TRACT 1 BOUNDARY
5 - SPECIMEN TREES WITHIN TRACT 2 BOUNDARY
ALL SPECIMEN TREES TO REMAIN

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.
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 - 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.
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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 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

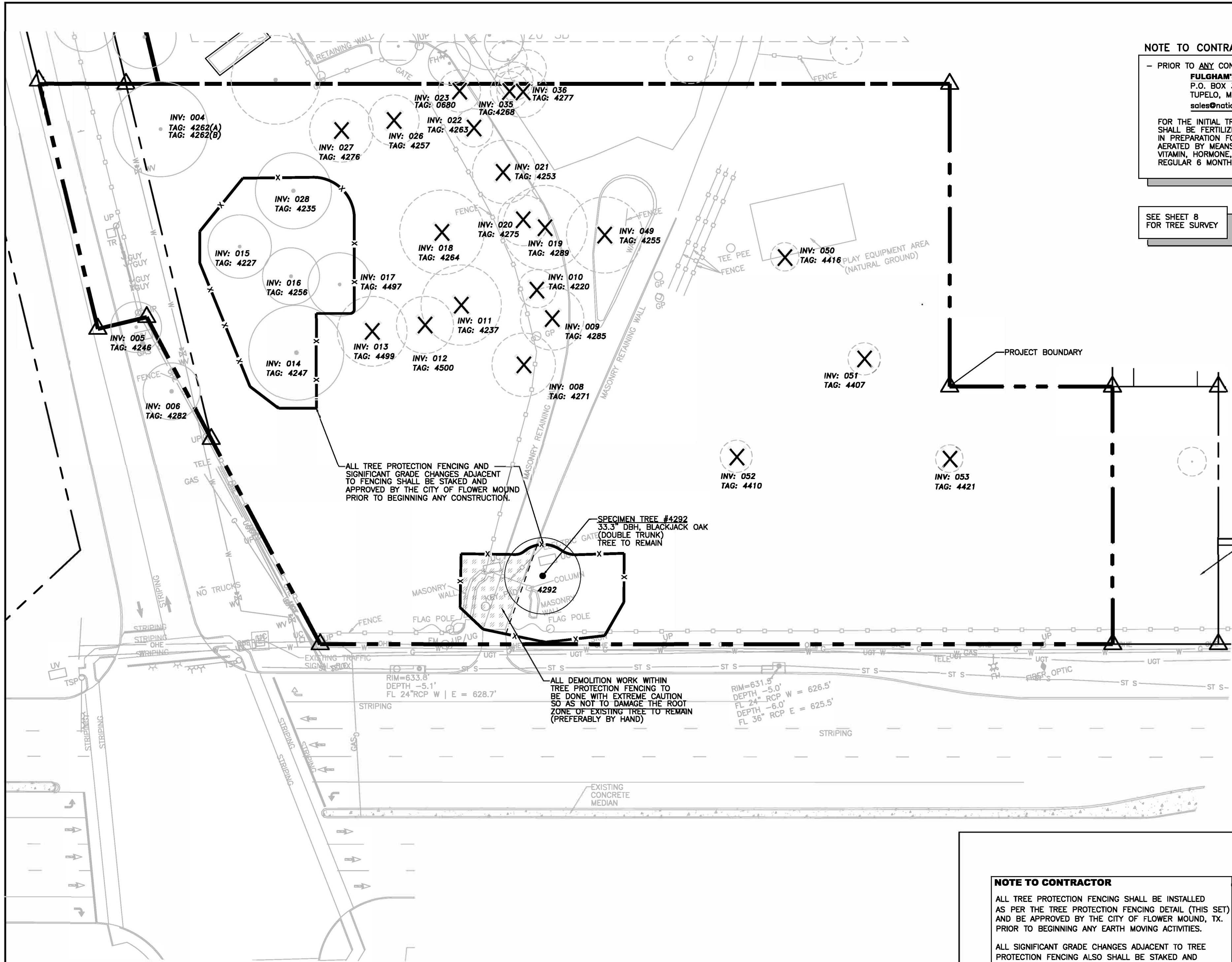
TITLE:

TREE SURVEY

SHEET NUMBER:

8 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



TREE INVENTORY PREPARED BY:
CHARLES R. WALKER
ISA CERTIFIED ARBORIST
SO-6611A
EXPIRATION DATE: DEC. 31, 2020

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**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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**ORANGE
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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 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:

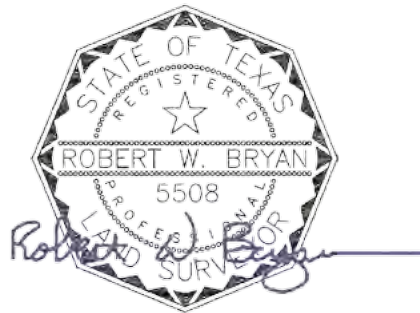
1. SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 430.98 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
1. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 143.23 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
2. SOUTH 77 degrees 25 minutes 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.

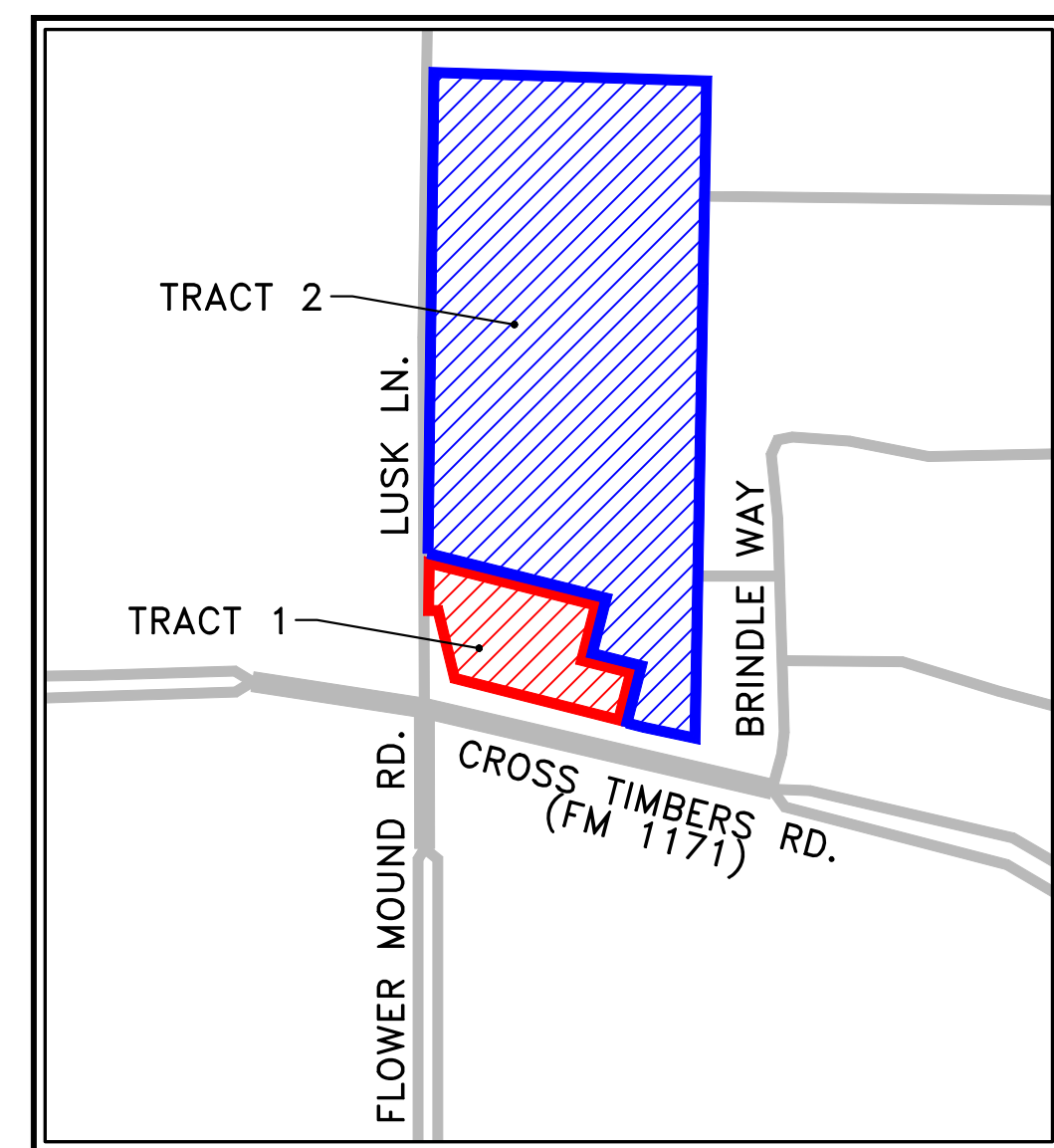
3. Compatibility Setback-Section 82-303.

- a. The minimum building setback from the northern property line shall be 35 feet.

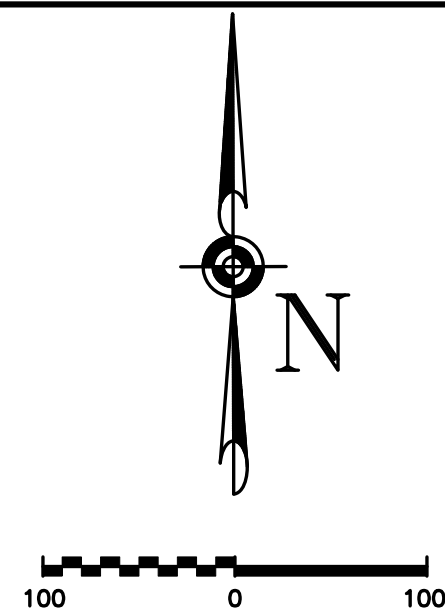
IV. Miscellaneous Standards.

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		248 CROSS TIMBERS RD & LUSK LN	NEC CROSS TIMBERS RD & LUSK LN	
CROSS SITE AREA		2.96 AC (108,090 SF)	22.07 AC (961,246 SF)	
NET SITE AREA		2.46 (103,000 SF)	21.93 (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% (52,971 SF)
IMPERVIOUS AREA	59%	(63,550 SF)	1.45% (213,916 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'	N/A
PEAK ROOF HEIGHT		26'-8"	2 STORIES	2 STORIES MAX 35'-0"
TOTAL BUILDING AREA		14,612 SF	13,916 SF	2,400 SF MIN
PHASE		SINGLE PHASE	N/A	MULTIPLE PHASES
PARKING PROVIDED (1/250 SF)		59 SPACES	N/A	2 PER DWELLING UNIT
PARKING REQUIRED		50 SPACES	N/A	N/A
HANDICAP PARKING		4 SPACES	N/A	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.
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:



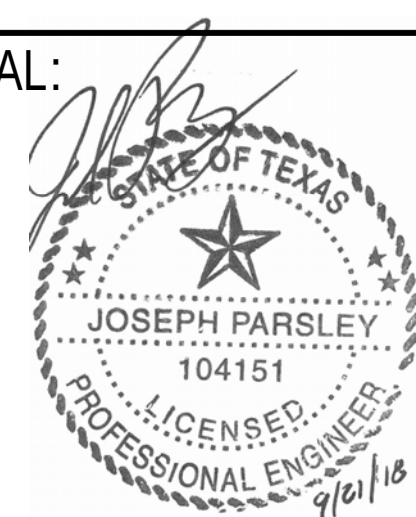
DEVELOPER



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

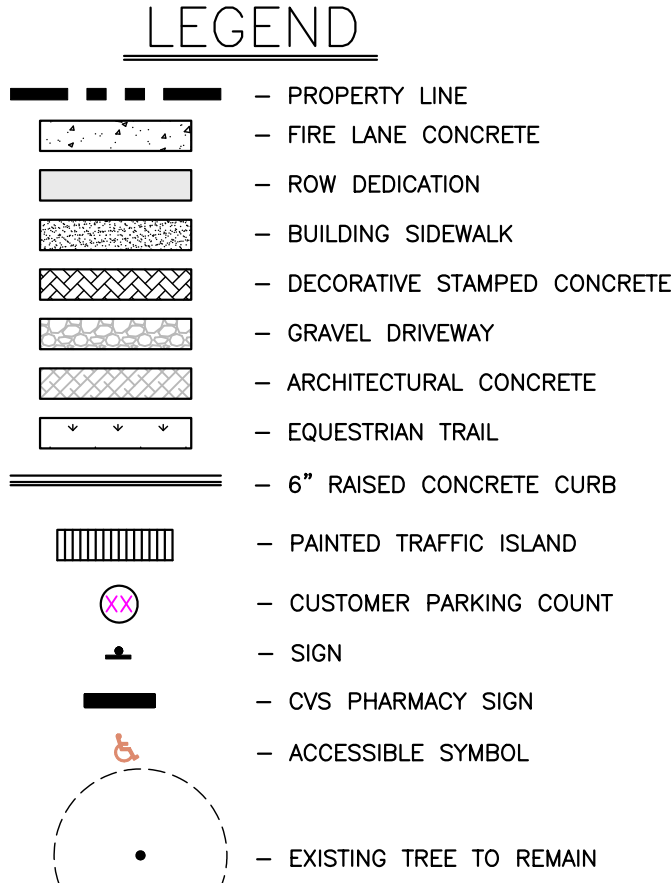
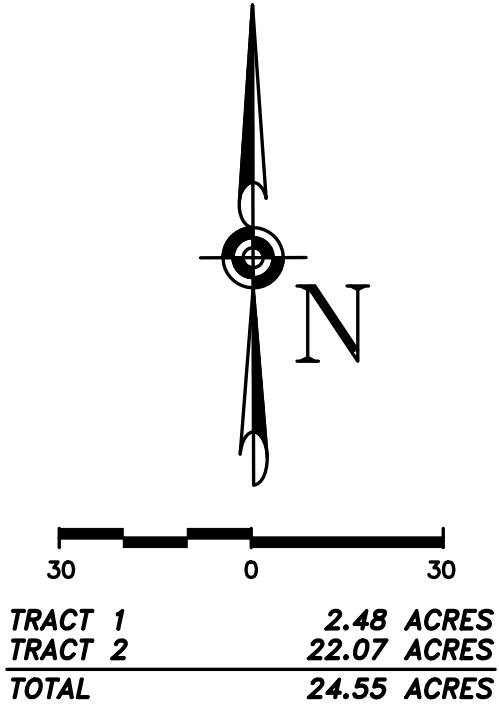
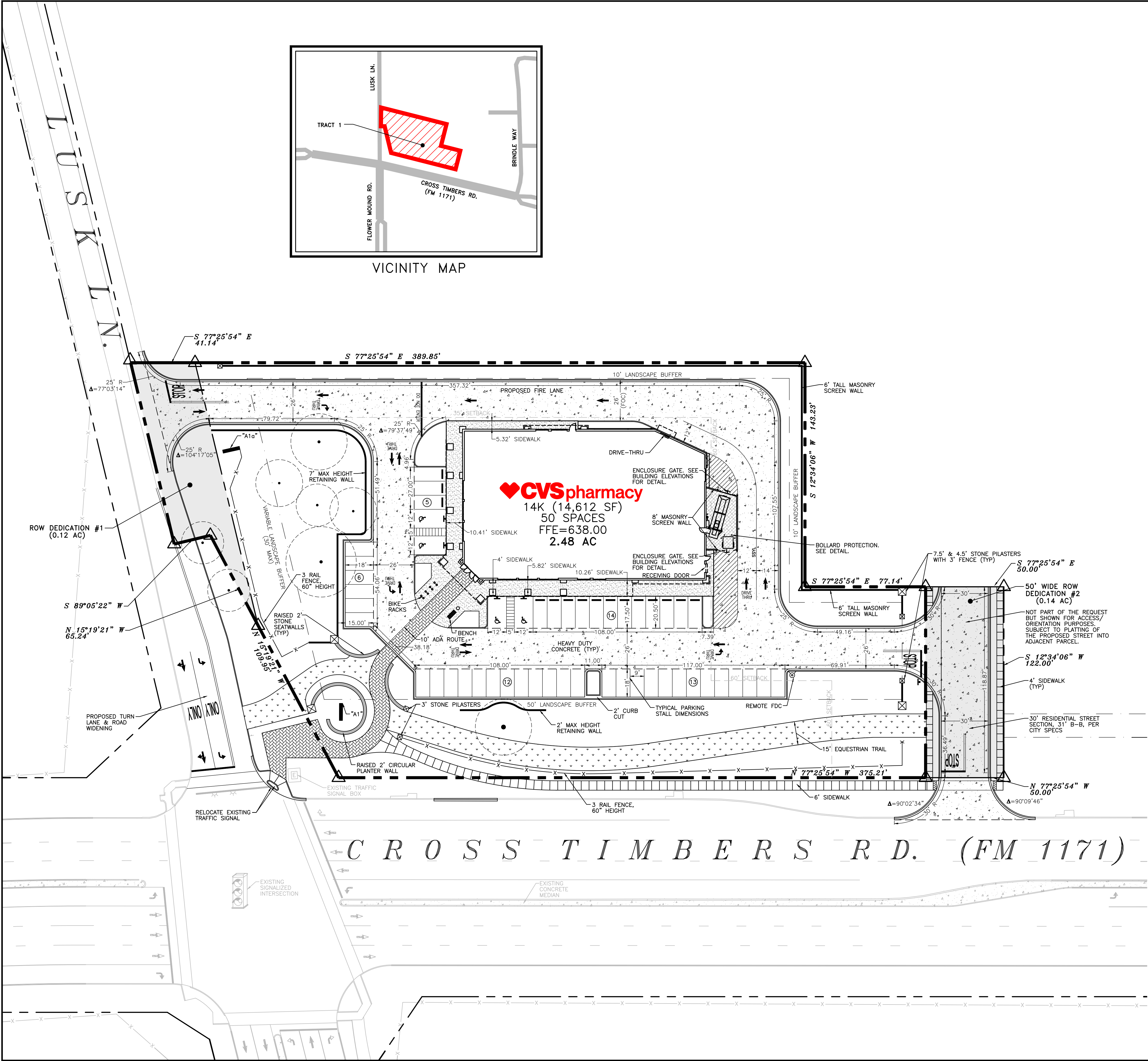
JOB NUMBER: N/A

TITLE: CONCEPTUAL
SITE PLAN

SHEET NUMBER:

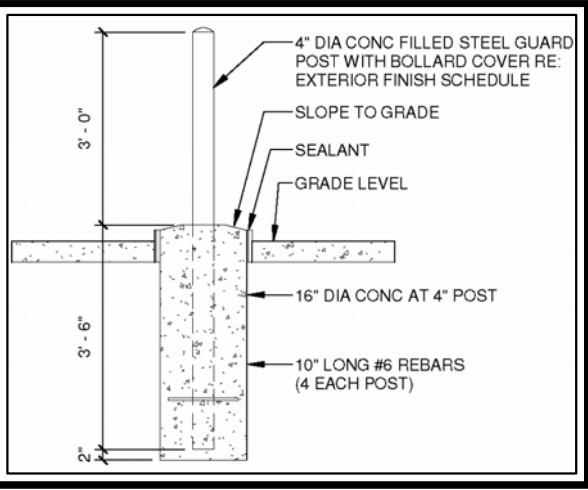
4 OF 13

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)	
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
www.norr.com

NORR
ARCHITECTS ENGINEERS PLANNERS

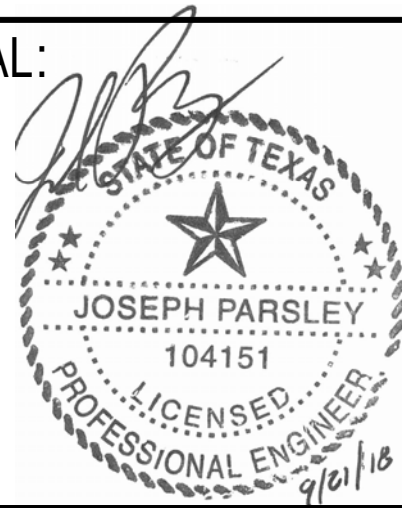
CONSULTANT:

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

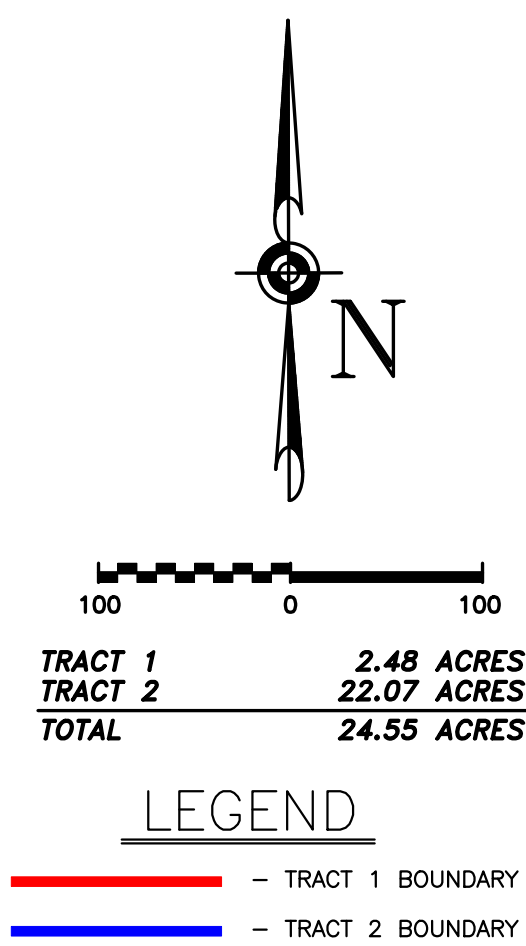
JOB NUMBER: N/A

TITLE: TRACT 1 CONCEPTUAL
SITE PLAN

SHEET NUMBER:

5 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



6 EXISTING TREES TO REMAIN

5 (•) EXISTING TREES TO REMAIN

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

STREET BUFFER LANDSCAPING			
	REQUIRED BUFFER WIDTH	PROVIDED	
CROSS TIMBERS RD. FM 1171	50'	50'	
LUSK LN.	15'	15' TO 30'	

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

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED	PROVIDED
1 PER 30 L.F.	LUSK LN. = 1,242 LF (LESS DRIVE) - 30 LF LUSK LN. = 1,212 LF	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

ARCHITECT OF RECORD:

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
LANDSCAPE PLAN

SHEET NUMBER:

10 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION





**NEC - CROSS TIMBERS RD. & LUSK LN.
FLOWER MOUND, TEXAS**

CS PROJECT NUMBER: 101484

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

NORR
ARCHITECTS ENGINEERS PLANNERS

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1200 CORPORATE DRIVE
SUITE G-50
BIRMINGHAM, AL 35242
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.

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' - 18' 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 'PHELOS'	NEEDLEPOINT HOLLY	36" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
79		ILEX VOMITORIA 'NANA'	DWARF YAUPON 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 'PIAZAZ'	PIAZAZ 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		PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	30" MIN. HT. / 7-GAL. CONTAINER	36" O.C.	B&B/CONT	ROUNDED, FULL, UNIFORM GROWTH
GROUNDCOVER:							
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 'ROBPATRA'	'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.

REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

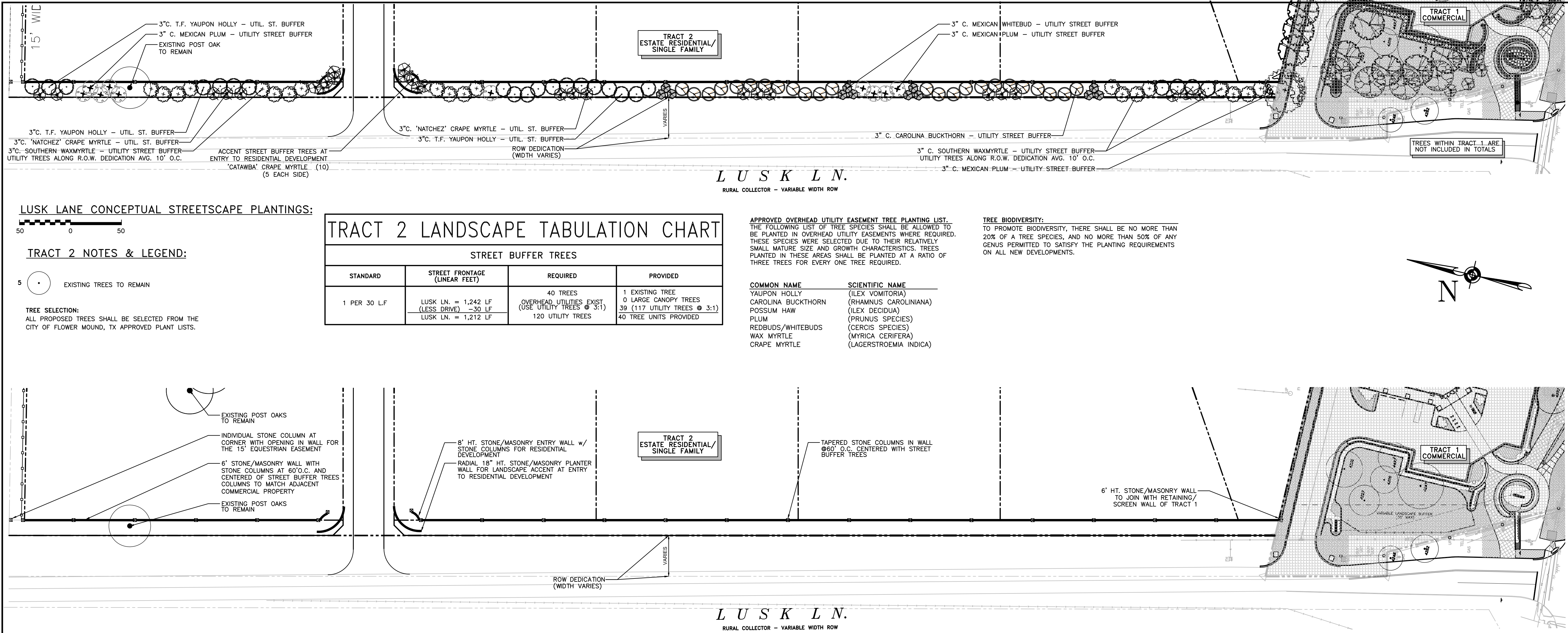
TITLE: TRACT 1

PLANTING PLAN

SHEET NUMBER

12 OF 13

COMMENTS:
NOT RELEASED FOR CONSTRUCTION





**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
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Phone (901) 384-0404
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DEVELOPER:



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

SEAL:



REVISIONS:

NO.	DESCRIPTION

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:

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

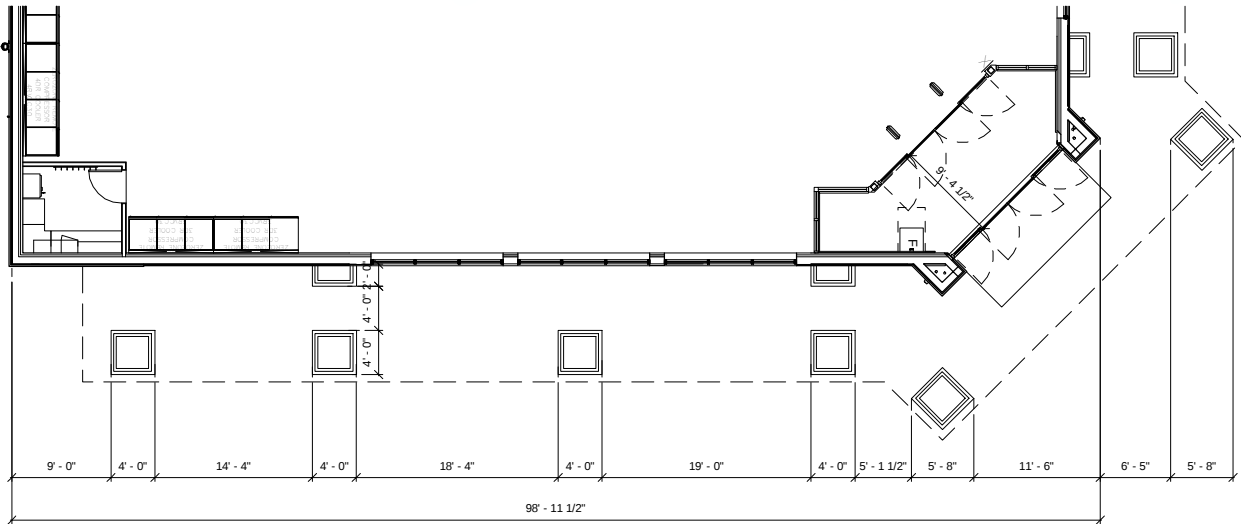
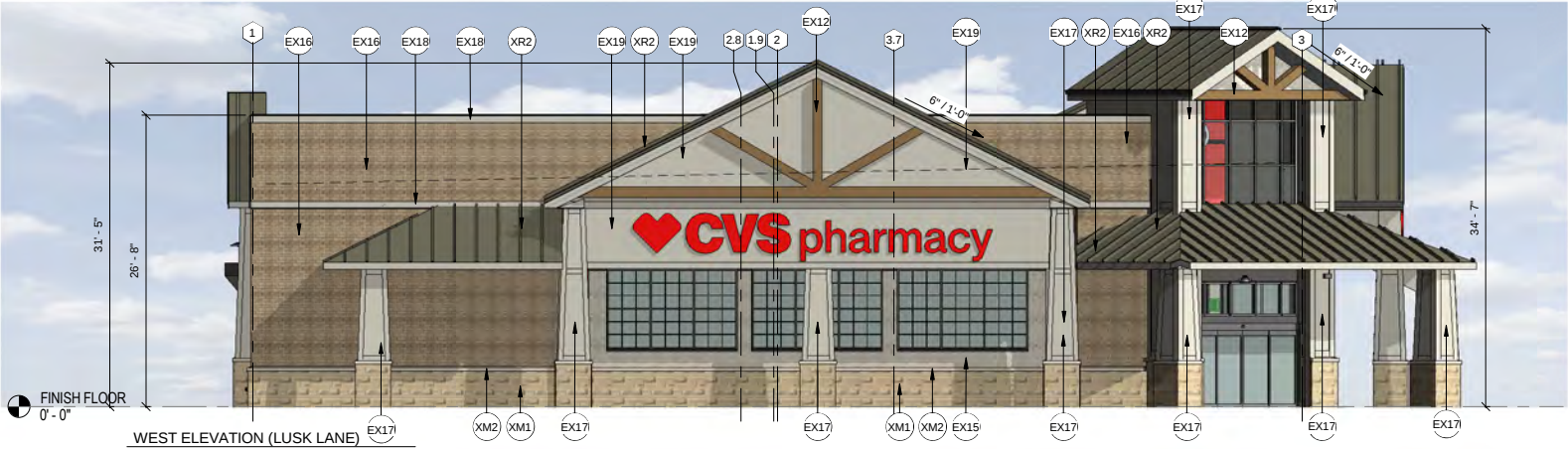
CROSS SECTION DETAIL OF STONE AND MASONRY WALL WITH TAPERED COLUMNS

NTS

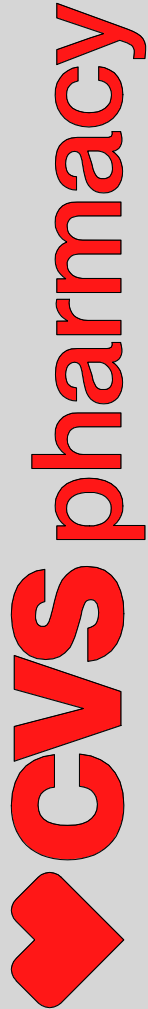
		NORTH	SOUTH	EAST	WEST
1.	TOTAL FACADE S.F.	4,178 S.F.	4,333 S.F.	2,607 S.F.	2,818 S.F.
2.	FACADE S.F. (EXCLUSIVE OF DOORS AND WINDOWS)	4,034 S.F.	3,925 S.F.	2,485 S.F.	2,418 S.F.
3.	DOORS AND WINDOWS S.F.	144 S.F.	408 S.F.	122 S.F.	400 S.F.
4.	PRIMARY MASONRY TOTALS (MIN. 80%)	3,704 S.F. AND 92% OF 2	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

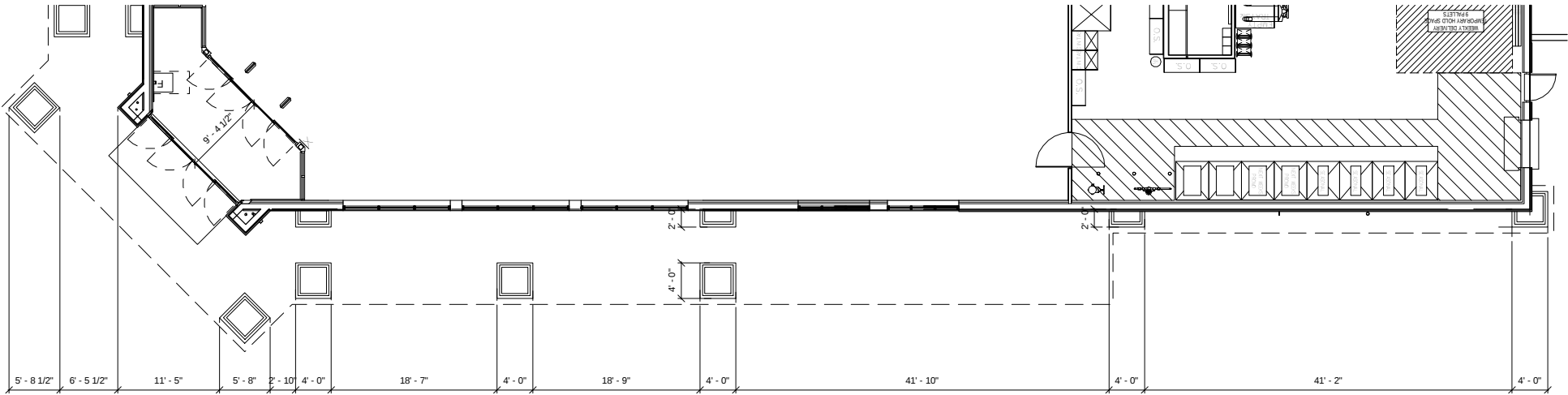
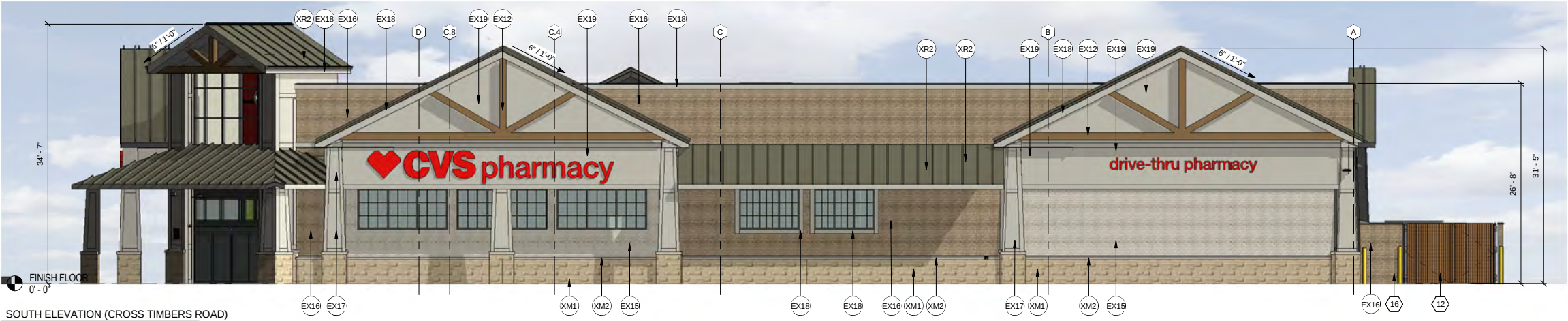


CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

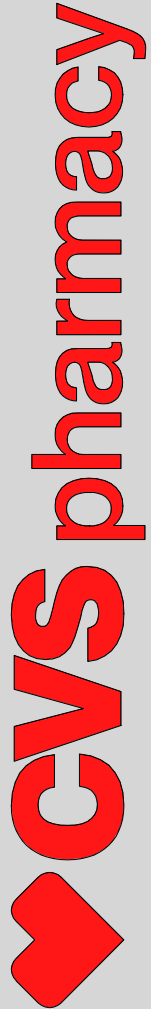


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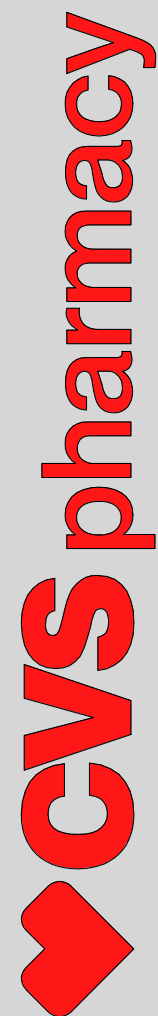
ALL WINDOW MULLIONS TO BE EX5



CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

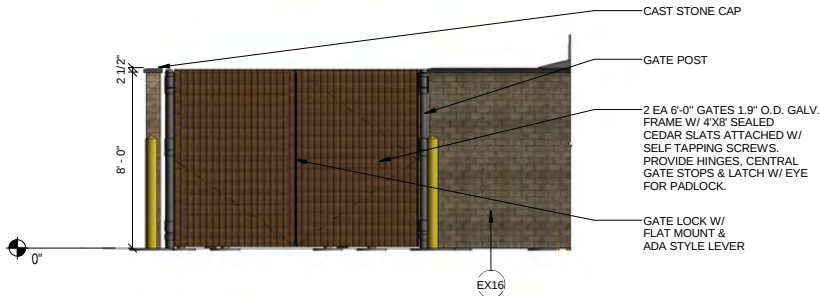


ALL WINDOW MULLIONS TO BE EX5





DUMPSTER ENCLOSURE EAST ELEV.

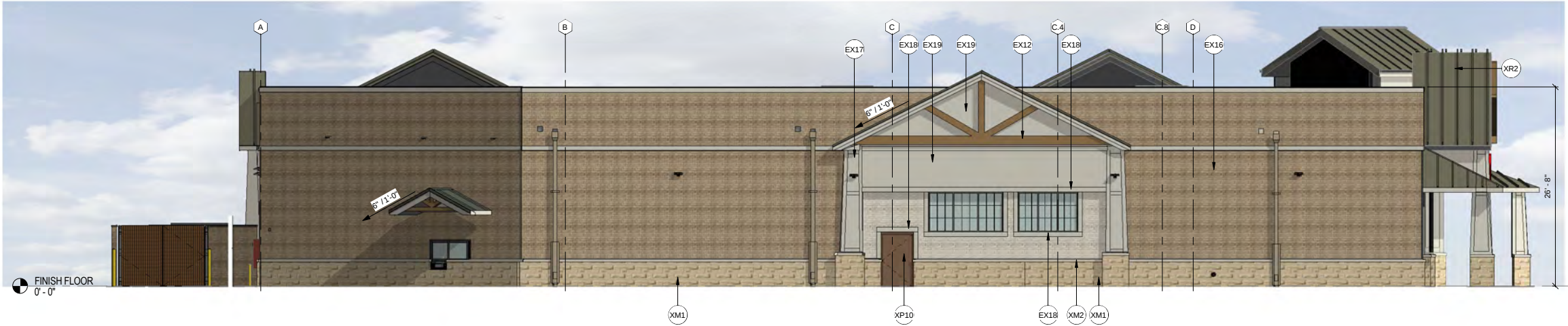


DUMPSTER ENCLOSURE NORTH ELEV.

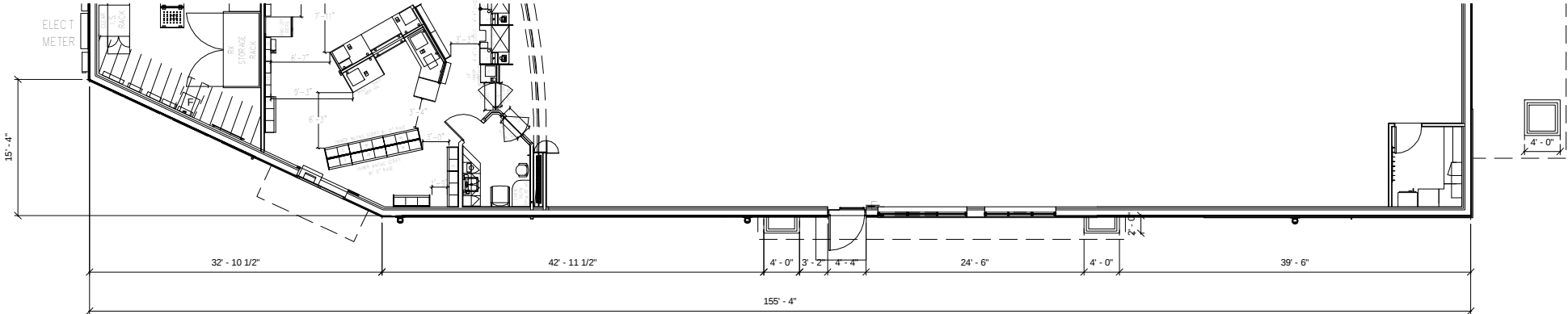
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ALL WINDOW MULLIONS TO BE EX5

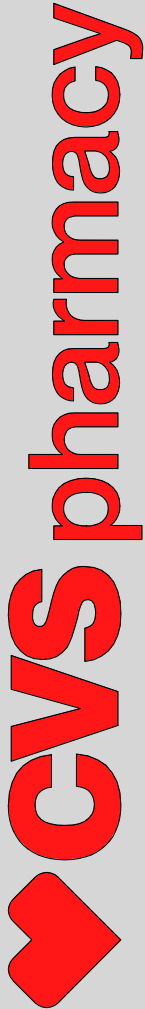
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
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



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. 11

REGULAR ITEM

DATE: December 3, 2018

FROM: Eric Greaser, Fire Chief *EG*

ITEM: 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 \$1,399,416.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: 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 \$1,399,416.00 and authorization for the Mayor to execute same on behalf of the Town.

The Fire and Emergency Services Department is requesting the purchase of a Pierce 107' Ascendant Heavy-Duty Tiller Ladder Truck to implement Station 7 into the Fire Department's operation when construction is completed in the spring of 2020. Siddons-Martin Emergency Group is offering pre-payment discounts, if payment is made with the purchase order, the following discounts will apply:

Vehicle Price:	\$ 1,435,510.00
TDA Training	\$ 16,000.00
Chassis Prepay Discount	(\$ 12,266.00)
Aerial Prepay Discount	(\$ 6,266.00)
Full Prepay Discount	(\$ 35,562.00)
H-GAC FS12-15	<u>\$ 2,000.00</u>
Total:	\$ 1,399,416.00

Delivery of the new truck is expected within 14 months after the receipt of the order. An additional three months of work will be needed to get the unit response ready. This new ladder truck will respond out of Station 5.

The Town is experiencing growth in multi-floor structures thus necessitating the need to revisit our operations, ladder functions. In 2017, the Town was re-rated by the Insurance Service Office and a second ladder truck was indicated for PPC rating maintenance as well as possible future improvements. This is driven by the total road miles to be covered by a single truck as well as a risk profile associated with multi-floor target hazard buildings in Town and the necessity to provide a second due truck to working fires.

The Department is unable to ground ladder 4th floor apartments for rescue with our current ladder inventory and equipment. This new proposed 107' ladder will also carry a 45 foot ground set ladder. Not moving forward with this purchase leaves the operation unable to perform window accessible only rescue in four story residential structures. This equipment will be essential for the Department to open Station 7 upon completion in spring of 2020.

The Town of Flower Mound and H-GAC entered into an Interlocal agreement effective March 7, 1990 which allows our government to purchase certain goods or services through H-GAC. The agreement renews automatically each fiscal year, unless cancelled by either party. H-GAC charges a fee of \$2,000 per emergency vehicle that is passed on to the buying entity and included in the price quoted above.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$1,399,416.00

Proposed Expenditure:	Account Number(s):
\$700,000.00	533-111-50082-6130
\$699,416.00	505-111-50082-6130

Finance Review by: Tammy Wilson, Executive Director of Financial Services *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposal for 107' Ascendant TDA Quint

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



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

November 13, 2018

Eric Greaser, Chief
Flower Mound Fire Department
3911 S. Broadway Ave
Flower Mound TX 75028

Proposal for 107' Ascendant TDA Quint

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Flower Mound Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Flower Mound Fire Department and training on operation and use of the apparatus.

Description	Amount
300205, No. 677, 107' Ascendant TDA Quint Pierce, Velocity, Aerial, HD Ladder - 107, 300 gal Price guaranteed for 45 days. Delivery within 11-12 months of order date. A warranty term of 12 months is included.	
	Vehicle Price \$ 1,435,510.00
	TDA training \$ 16,000.00
Chassis Prepay Discount (\$ 12,266.00). \$ 409,510.00 due with order.	Prepay Discount (\$ 12,266.00)
Aerial Prepay Discount (\$ 6,266.00). \$ 313,305.00 due with order.	Prepay Discount (\$ 6,266.00)
Full Prepay Discount (\$ 35,562.00). Total amount due with order. To receive full prepayment discounts, payment is due to Siddons-Martin within 30 days ARO.	Prepay Discount (\$ 35,562.00)
	SUB TOTAL \$ 1,397,416.00
	H-GAC FS12-17 \$ 2,000.00
	TOTAL \$ 1,399,416.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

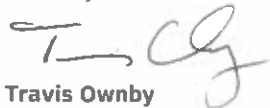
Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Travis Ownby
Siddons-Martin Emergency Group, LLC

I, STEVE DIXON, the authorized representative of Flower Mound Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Town Council Future Agenda Items



SCHEDULED	12/17/2018	Presentation	Certificate of Achievement, Gold Award, Girl Scout Service Unit 408
		Presentation	Announcement and Presentation of 2018 Outstanding Citizenship Award(s)
		Consent	Consider approval of an Ordinance amending Appendix A "Fee Schedule," referenced in Chapter 70, "Utilities," Section 70-56(d), entitled "Water Meter Fee Schedule," of the Code of Ordinances of the Town of Flower Mound, Texas, by adoption a new "Water Meter Fee Schedule."
		Consent	Consider the award of Request for Bid 2019-22-A for the purchase of water meters and meter reading equipment, on an as-needed basis, to Neptune Technology Group, Incorporated.
		Consent	Consider approval of a contract with Blue Cross and Blue Shield of Texas in the amount of \$515,469 for reinsurance coverage for the Town's Group Health Plan; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as adopted by Resolution No. 20-18.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution amending the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2018, and ending on September 30, 2019, as adopted by Resolution No. 19-18.
		Consent	Consider approval to fund emergency vehicle wireless data device replacements, Through GTS Technology Solutions
		Consent	Consider approval of a Professional Services Agreement for the design phase services of the High Road Water Line Phase II project, with Kimley-Horn and Associates, Inc., for \$340,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution amending the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, as adopted by Resolution No. 15-17 and amended by Resolution No. 26-17.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on December 3, 2018.

SCHEDULED	12/17/2018	Consent	Consider approval of a Professional Services Agreement for monthly gas well pad site air monitoring by Modern Geosciences, LLC, in the amount of \$XXXXXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2017 and ending on September 30, 2018, as adopted by Ordinance No. 33-17 and amended by Ordinance No. 46-17, 20-18, 22-18 and 29-18 for adjustments to the _____, _____, _____, _____ and the _____.
		Consent	Consider approval of an ordinance amending the Town of Flower Mound's Annual Budget for the fiscal year beginning October 1, 2018 and ending on September 30, 2019, as adopted by Ordinance No. 30-18 for adjustments to the _____, _____, _____, _____ and _____.
		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 a Professional Services Agreement with Kimley-Horn and Associates, Inc., for transportation planning services associated with the Transportation Model Update and LOS Mapping project, in the amount of \$70,000.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc., to provide professional engineering services, for the Valley Ridge Boulevard & Morriss Road Intersection Improvements/Windsor Drive Roundabout Connection project for an amount not to exceed \$84,414.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a Construction Agreement with PM Construction & Rehab LLC, dba IPR South Central, for the Justin Road Lift Station Outfall project, in the amount of \$199,974.50; and authorization for the Mayor to execute same on behalf of the Town.
		Regular	Consider approval of the 2018 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code.
		Regular	Discuss and consider an appointment to the Denton County Greenbelt Plan Coordinating Committee.
		Regular	Public Hearing to consider a request for a Specific Use Permit No. 455 (SUP18-0018 - Cross Timbers Addition) to permit a restaurant with drive-through window and to consider adopting an ordinance providing for said amendment. The property is generally located south of Cross Timbers Road and west of Bruton Orand Blvd. (Planning and Zoning Commission recommended by a vote of to at its December 10, 2018, meeting.)

SCHEDULED	12/17/2018	Regular	Public Hearing to consider approval of a Tax Abatement and Chapter 380 Agreement with Thirty-One Gifts, LLC and Prologis, Inc., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
		Regular	Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement at 951 S Garden Ridge Blvd.
		Regular	Consider a request for a Site Plan (SP18-0017 - Cross Timbers Addition, Lot 3) to develop one non-residential building. The property is generally located south of Cross Timbers Road and west of Bruton Orand Boulevard. (Planning and Zoning recommended by a vote of to at its December 10, 2018, meeting.
		Regular	Public Hearing to consider approval of an amendment to the Chapter 380 Agreement between the Town of Flower Mound, Newstream Hotels & Resorts, LLC, and Spectrum Origination, LLC, and authoization for the Mayor to execute same on behalf of the Town.
		Regular	PLACEHOLDER: 5PM START - RIBBON CUTTING
		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, and acceptance of cash in lieu of land in the amount of \$263,088 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$80,504*. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended approval with conditions by a vote of 6 to 0 at its November 12, 2018, meeting.)(Town Council postponed the item at its November 19, 2018, meeting.)
		Regular	Public Hearing to consider a request for rezoning (Z18-0001-Whyburn Medical Offices) from Agricultural District-A (A) to Office (O), and to consider adopting an ordinance providing for said amendment. The property is generally located north of Waketon, west of Long Prairie Road. (Planning and Zoning Commission recommended by a vote of to at its December 10, 2018, meeting.)
	1/7/2019	Consent	Justin Road Lift Station Outfall Testing Award.
		Consent	Old Gerault Road 12-Inch Water Line Development Agreement.
		Consent	Fire Station #7 Construction Award
		Consent	Fire Station #7 Testing Award.
		Consent	Forest Vista Reconstruction Phase II - Design Award.
		Consent	Bruton Orand EST Chloramine Design Award.
		Consent	Pintail Pump Station Auxiliary Power & Upgrades Construction Award.

SCHEDULED	1/7/2019	Consent	Grady Court Reconstruction & Waterline - Design Award.
		Consent	2019 ADA Trans Plan - PSA
		Consent	Rippy Road Phase II Design Award.
		Consent	Peters Colony Road Roundabout & Windsor Drive Roundabout Connection Design Award.
		Consent	East Waketon Road Drainage Design Award.
	1/21/2019	Regular	Discuss and consider appointment of Chair to the Tax Increment Reinvestment Zone (TIRZ).
	2/4/2019	Consent	Heritage Park Phase IV Change Order 3.
		Consent	Flower Mound Storage Warehouse - Construction Award.
		Consent	Library Expansion Construction Award (GMP).
		Consent	Placeholder: calling May 4, 2019 Election
	2/18/2019	Consent	Library Expansion Testing Award.
		Consent	FM 1171 @ Riverwalk Drive - Testing Award
		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.
	3/18/2019	Consent	FM 2499 at Lakeside Parkway NB Right Turn Lane - Construction Award
		Consent	FM 2499 @ Lakeside Parkway NB Right Turn Lane - Testing Award.