

**AGENDA**

**FLOWER MOUND TOWN COUNCIL REGULAR MEETING**

**APRIL 16, 2018 – 6 P.M.**

**AND**

**APRIL 17, 2018 – 6 P.M.**

*The above dates are necessary given the anticipated length of the meeting.*

*Regular Items 14 - 22 will be opened, discussed, and possible action may be taken on April 16*

*Regular Items 23 - 29 will be opened on April 16, to meet legal posting requirements, however, no discussion or possible action will be taken until April 17*

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

\*\*\*\*\*  
An agenda information packet is available online at [www.flower-mound.com/AgendaCenter](http://www.flower-mound.com/AgendaCenter)  
\*\*\*\*\*

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

**A. CALL MEETING TO ORDER**

**B. INVOCATION**

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

*"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*

**D. PRESENTATIONS**

1. Proclamation for Ken Parr, retiring Executive Director of Public Works
2. National Economic Development Week (May 7 - 12) Proclamation
3. Mayor's Award of Excellence (to be presented April 17)

**E. PUBLIC PARTICIPATION**

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

**F. ANNOUNCEMENTS**

1. Announce recent and upcoming civic and social events.

**G. TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects

**Town Council Meeting Agenda  
April 16-17, 2018  
Page 2**

**H. FUTURE AGENDA ITEMS**

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

**I. COORDINATION OF CALENDARS**

1. Discuss and consider:
  - a. rescheduling the Tuesday, May 8 regular Council meeting to Tuesday, May 15
  - b. cancelling the April 19 & May 17 work sessions

**J. CONSENT AGENDA - Consent Items**

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

1. **Minutes 3/27 - Special-** Consider approval of the minutes from a special meeting of the Town Council held on March 27, 2018.
2. **Minutes 3/27 - Joint-** Consider approval of the minutes from a special joint work session with Council and the Transportation Commission held on March 27, 2018.
3. **Minutes 4/2-** Consider approval of the minutes from a regular meeting of the Town Council held on April 2, 2018.
4. **Minutes 4/4-** Consider approval of the minutes from a special joint work session with Council and the Planning and Zoning Commission held on April 4, 2018.
5. **Park Naming-** Consider approval of naming the 3.3 acre public park located adjacent to the Flower Mound Public Library as Peters Colony Memorial Park.
6. **Texas Book Festival Grant-** Consider acceptance of grant funds from the Texas Book Festival, which will be used to purchase additional materials for the Library's Chinese, Japanese, and Korean language collection.
7. **Contract-Police services Lake Grapevine-** Consider approval of the 2018 US Army Corps of Engineer (USACE) Solicitation No. W9126G18T0004 for Contract with the Town of Flower Mound for law enforcement services at Lake Grapevine; and authorize the Mayor to execute same on behalf of the Town.
8. **Police Dept. Renovation-** Consider approval and final acceptance of the Police Jail and Locker Room Renovation project (TOFM contract number 2017-62) and authorization of final payment to Unified Services of Texas Inc., in the amount of \$66,265.39.
9. **Bruton Elevated Storage Tank-** Consider approval of Change Order No. 1 and final acceptance of Bid No. 2017-7, the Bruton Orand Elevated Storage Tank Rehabilitation project, amending the contract with Utility Service Company, Inc., for a decrease in the contract in the amount of \$32,800.00, authorization for final payment to Utility Service Company, Inc., in the amount of \$57,632.50; and authorization for the Mayor to execute same on behalf of the Town.
10. **Agreement- Dunham Rd.-** Consider approval of Farm Lease between the Town of Flower Mound and the Wayne Haynes Estate for the Lease of Town Property located at 10300 Dunham Road; and authorize the Mayor to execute same on behalf of the Town.



**Town Council Meeting Agenda**

**April 16-17, 2018**

**Page 3**

11. **Canterbury & Superior reconstruction-** Consider approval of Change Order No. 1 and final acceptance of the Canterbury Lane & Superior Place Reconstruction projects, amending the contract with 3D Paving and Contracting LLC, for a decrease to the contract in the amount of \$27,350.90, and authorizing final payment to 3D Paving and Contracting LLC, in the amount of \$57,336.03; and authorization for the Mayor to execute same on behalf of the Town.
12. **Colonial Dr. reconstruction-** Consider approval of Change Order No. 1 and final acceptance of the Sheffield Court, and Colonial Drive Reconstruction projects, amending the contract with 3D Paving and Contracting, LLC., for an increase to the contract in the amount of \$5,879.20, and authorizing final payment to 3D Paving and Contracting, LLC., in the amount of \$88,254.67; and authorization for the Mayor to execute same on behalf of the Town.
13. **Upper Trinity Board appointment-** Consider approval of a resolution appointing Clay Riggs as the Town's representative on the Upper Trinity Regional Water District (UTRWD) Board of Directors to complete an existing four-year term ending May 19, 2019.

**K. REGULAR ITEMS**

*April 16: Items 14 - 22 will be opened, discussed, and possible action may be taken*

14. **Lake Forest Blvd & Water line-** Consider approval the award of Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements, and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; and authorization for the Mayor to execute same on behalf of the Town.
15. **Public Hearing- Duke Realty/Ch 380-** Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership (Lakeside Ranch BP-Lot4R, Blk A).
16. **Public Hearing- Tax Abate. Reinvest.-** Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-warehouse tax abatement on a 17-acre tract located at the southeast corner of Lake Forest Blvd. & Lakeside Pkwy.
17. **Public Hearing- Tax Abate/380 HIP DFW N-** Public Hearing to consider approval of a Tax Abatement and Ch 380 Agreement with HIP DFW North DC IV LLC, for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of Town.
18. **Public Hearing-MPA-CVS Pharmacy-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) 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, 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 recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)

**Town Council Meeting Agenda**

**April 16-17, 2018**

**Page 4**

19. **Public Hearing-ZPD-CVS Pharmacy-** Public Hearing to consider a request for rezoning (ZPD17-0018 - CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail 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. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)
20. **Public Hearing-SUP-Cell Tower-** Public Hearing to consider a request for a Specific Use Permit No. 451 (SUP17-0008 - Wichita Trail Cell Tower) to permit a communication tower, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Wichita Trail and east of Skillern Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 1 at its March 12, 2018, meeting.)
21. **Public Hearing-MPA-Tinley Park-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)
22. **Public Hearing-ZPD-Tinley Park-** Public Hearing to consider a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) 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 \$235,872.00 in place of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$54,132.00. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)

***Regular Items 23 - 29 will be opened on April 16, to meet legal posting requirements, however, no discussion or possible action will be taken until April 17***

The applicant has requested Items 23 and 24 below to be remanded back to the Planning and Zoning Commission.

23. **Public Hearing-MPA-Magnolia Court-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0015 – Magnolia Court) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Medium Density to High Density Single Family Detached, and to consider adopting an ordinance providing for said amendment. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)

**Town Council Meeting Agenda****April 16-17, 2018****Page 5**

24. **Public Hearing-ZPD-Magnolia Court-** Public Hearing to consider a request for rezoning (ZPD17-0020 – Magnolia Court) from Agricultural District (A) to Planned Development District No. 161 (PD-161) with Single-Family District-5 (SF-5) 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 \$263,088.00 in place of the otherwise required Park Land Dedication and Park Development Fees in the amount of \$80,504.00. The property is generally located on the northwest corner of the intersection of Gerault Road and Spinks Road. (The Planning and Zoning Commission recommended denial by a vote of 5 to 0 at its March 26, 2018, meeting.)
25. **Public Hearing-MPA-Founder's Landing-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0008 - Founder's Landing) 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 east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)
26. **Public Hearing-ZPD-Founder's Landing-** Public Hearing to consider a request for rezoning (ZPD17-0010 - Founder's Landing) from Agricultural District (A) to Planned Development District No. 157 (PD-157) with Retail District-2 (R-2) and Agricultural uses, and with certain modifications and exceptions to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment. The property is generally located east of Long Prairie Road and north of Aberdeen Drive. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)
27. **Public Hearing-MPA-Lakeside Village-** Public Hearing to consider a request for a Master Plan Amendment (MPA17-0010 – Lakeside Village) to amend Section 1.0, Land Use Plan, and Section 2.0, Area Plans, of the Master Plan to change the current land use designation from Campus Commercial use within the Lakeside Business District Area Plan to Mixed Use, and to consider adopting an ordinance providing for said amendment. The property is generally located west of Lakeside Parkway and south of Lakeside Village Boulevard. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its April 9, 2018, meeting.)
28. **Public Hearing-MU-Lakeside/L.Village-** Public Hearing to consider a request for rezoning (MU17-0002 – Lakeside DFW/Lakeside Village) to amend Mixed Use District-1 (MU-1) to include additional land, amend certain conceptual plans and development standards in the Lakeside DFW Development Code, and request certain exceptions and modifications to the Code of Ordinances, and to consider adopting an ordinance providing for said amendment, subject to the terms and conditions in the attached Development Agreement and authorization for Mayor to execute same on behalf of the Town, and acceptance of cash in lieu of land in the amount of \$2,893,094.40 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$317,852.00. The property is generally located west of Long Prairie Road along both sides of Lakeside Parkway. (The Planning and Zoning Commission recommended approval by a vote of 4 to 2 at its April 9, 2018, meeting.)

**Town Council Meeting Agenda**

**April 16-17, 2018**

**Page 6**

29. **Public Hearing- Ch 380 Spec. Office-** Public Hearing to consider approval of a Chapter 380 Agreement for the development of a speculative office project located on a 10-acre tract on the west side of Long Prairie Road, between Lakeside Pkwy. & Silveron Blvd.

**M. CLOSED MEETING**

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

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

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.

**N. 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.

**O. 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: April 12, 2018, at 3:55 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. 14

### REGULAR ITEM

**DATE:** April 16, 2018

**FROM:** Brian Waltenburg, P.E., Senior Project Engineer

**ITEM:** Consider approval of the award of Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; and authorization for the Mayor to execute same on behalf of the Town.

**BACKGROUND INFORMATION:** On March 13, 2018, Bid # 2018-51-B responses were received and opened for the Lake Forest Boulevard Roadway Improvements and 12-inch Water Line (Bridge Gap) projects. Joe Funk Construction, Inc., submitted the lowest qualified bid of the seven responding bidders in the amount of \$1,332,670.69.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** \$1,332,670.69

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$ 1,268,756.19       | 531-220-96011      |
| \$ 63,914.50          | 601-900-96011      |

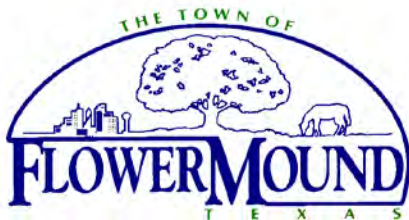
**Finance Review by:** Debra Wallace, Deputy Town Manager/CFO *DW*

**LEGAL REVIEW:** The Town's standard contract 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.

**ATTACHMENTS:**

1. Bid Tab
2. Construction Agreement

**DRAFT MOTION:** Move to approve the award of Bid No. 2018-51-B, to Joe Funk Construction, Inc., for the Lake Forest Boulevard Roadway Improvements and Lake Forest 12-inch Water Line (Bridge Gap) projects, in the amount of \$1,332,670.69; and authorize the Mayor to execute same on behalf of the Town.



## Town of Flower Mound Bid Tabulation

| Bid No: 2018-51-B - Lake Forest Boulevard Roadway Improvements and 12 Waterline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Bid Opening: 3/13/2018 at 11:00 AM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |
| Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Total Bid       |
| ARK Contracting Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 2,491,310.00 |
| Tiseo Paving Co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 1,994,113.00 |
| FNH Construction, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 1,821,116.50 |
| Cidrax Texas LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 2,136,400.00 |
| Ed Bell Construction Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 1,679,788.50 |
| Joe Funk Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 1,332,670.69 |
| HQS Construction LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 2,218,276.00 |
| <p><b>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</b></p> |                 |
| Certified By: Sabrina R. Zadow<br>Purchasing Manager<br>Town of Flower Mound, Texas <span style="float: right;">Date: March 13, 2018</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |

**TOWN OF FLOWER MOUND**  
**LAKE FOREST BOULEVARD**  
**ROADWAY IMPROVEMENTS AND 12" WATERLINE**

**Bid # 2018-51-B**

**CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Flower Mound, County of Denton, Texas, hereinafter referred to as the "Town," and Joe Funk Construction, Inc., a corporation, hereinafter referred to as the "Contractor." For and in consideration of the payment, agreements, and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**LAKE FOREST BOULEVARD**  
**ROADWAY IMPROVEMENTS AND 12" WATERLINE,**  
**Bid # 2018-51-B**

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

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

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

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

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



project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair, and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Town shall pay the Contractor in current funds an amount not to exceed **One Million Three Hundred Thirty-Two Thousand Six Hundred Seventy Dollars and Sixty-Nine cents (\$1,332,670.69)** taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Town, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and workmanlike manner, ready for use, within the specified time for substantial completion of One Hundred and Twenty (120) calendar days, and final completion of One Hundred and Fifty (150) calendar days ready for final payment, as measured from the Effective Start Date shown in the Notice to Proceed. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

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

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

The performance, payment, and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall

supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment, and maintenance bonds upon Town request. In addition to the foregoing requirements if the amount of the bond exceeds One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand and Zero/One Hundredths Dollars (\$100,000.00) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

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

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

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

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Town determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment

to Contractor. If the Town determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Town the overpayment amount specified by the Town within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Town makes a progress payment shall not be deemed to be an admission by the Town concerning the quantity, quality, or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

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

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

Retainage shall be withheld and may be paid to:

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

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

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

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

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

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

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

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

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and

3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Town may, but is not obligated to, issue final payment using joint checks.

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

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

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

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

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

In its sole discretion, the Town shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Town. Contractor shall

retain approved counsel for the Town within seven business days after receiving written notice from the Town that it is invoking its right to indemnification under this Agreement. If Contractor does not retain counsel for the Town within the required time, then the Town shall have the right to retain counsel and the Contractor shall pay the attorneys' fees and expenses.

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

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Town and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Town. The Contractor also agrees that the sum of Two Hundred Fifty and Zero/One Hundredths Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Town. The Town and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

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

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

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and

materials to effect repairs and these expenses shall be paid by the Contractor, the maintenance bond surety, or both.

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

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

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

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

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

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

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

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

signature of the Mayor or Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure that:

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

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

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

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

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



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

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

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

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

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

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

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

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

This Agreement will be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF FLOWER MOUND

CONTRACTOR

\_\_\_\_\_  
Thomas E. Hayden, MAYOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_  
Theresa Scott, TOWN SECRETARY

ATTEST: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Position)



## TOWN COUNCIL AGENDA ITEM NO. 15

### REGULAR ITEM

**DATE:** April 16, 2018

**FROM:** Andrea Roy, Economic Development Director

**ITEM:** **Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership.**

**BACKGROUND INFORMATION:** The subject request relates to the proposed Chapter 380 Agreement between the Town and Duke Realty Limited Partnership, an Indiana-based industrial development company. Duke Realty proposes to make a \$32 million capital investment for the construction of an approximate 635,000 square foot industrial building on approximately 32 acres east of Gerault, between Lakeside Parkway & Old Gerault Roads. Duke Realty currently owns several buildings in Flower Mound and one undeveloped site, which is available for a build to suit opportunity.

Duke Realty will construct the industrial building with the intent to lease approximately 450,000 square feet to PPG Industries, a Fortune 182 Company (\$14 Billion in sales), for the distribution of PPG Paint's waterborne paints, stains, and coatings. PPG's products include well-known names like Porter, Glidden, Sikkens, and Flood & Devoe. This new location will provide for the expansion of PPG's warehouse and distribution operations from their current site in Carrollton. PPG will employ approximately 55 individuals at the Flower Mound facility.

Additionally, the construction of the building will provide an additional 185,000 square feet of available/leasable space, which will assist the Town in its recruitment efforts, as Flower Mound's industrial properties are operating at an all-time high occupancy rate of approximately 99%, which limits the Town's ability to compete for new business in this sector.

The proposed Chapter 380 Agreement provides for a 5-year, 50% real property rebate (total estimated savings \$240,000), a grant equal to 75% of impact fees (\$200,000), and a building permit fee waiver (\$160,000). A 10-year cost-benefit analysis indicates a total cost to the Town of \$600,000, providing a minimum net benefit of over \$1.1 million. The payback period to the Town is just under six years.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** One time grant equal to 75% of impact fees, estimated at \$200,000.

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| \$200,000             | 100-600-57000-5320 |

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

**LEGAL REVIEW:** Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 Agreement as to form and legality.

**ATTACHMENTS:**

1. Duke Realty Chapter 380 Agreement
2. Cost-Benefit Analysis

**DRAFT MOTION:** Move to approve to the Chapter 380 Agreement between the Town of Flower Mound and Duke Realty Limited Partnership and authorize the Mayor to execute same on behalf of the Town.

**CHAPTER 380 AGREEMENT  
BETWEEN THE TOWN OF FLOWER MOUND  
AND  
DUKE REALTY LIMITED PARTNERSHIP**

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the Town of Flower Mound, Texas (“**Town**”), and Duke Realty Limited Partnership, an Indiana limited partnership (“**Company**”), for the purposes and considerations stated below. Town and Company may sometimes hereafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, Company owns an approximate 32-acre tract located within the Town; and

**WHEREAS**, Company intends to construct an approximate 635,000 square foot warehouse distribution facility within the Town; and

**WHEREAS**, the Town seeks to incentivize the development; and

**WHEREAS**, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the Town; and

**WHEREAS**, the Town has determined that the incentives set forth in this Agreement will serve the public purpose of promoting local economic development, will diversify the economy of the state and Town, will eliminate unemployment and underemployment in the state and Town, and will enhance business and commercial activity within the Town; and

**WHEREAS**, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Flower Mound, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

**NOW THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

The following words shall have the following meanings when used in this Agreement:

The terms “Agreement”, “Town”, “Company”, “Parties”, and “Party”, shall have the meanings provided above.

“Base Year Taxes” means the Town ad valorem taxes assessed against the Real Property and collected by Town for Tax Year 2018.

“Certificate of Occupancy” means the document issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“CO Date” means the date the Facility receives a Certificate of Occupancy.

“Commencement of Construction” means that: (i) the construction plans for the Facility have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the Facility have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the Real Property has begun.

“Company Records” has the meaning as described in Section 3.4.

“Completion of Construction” means that the Town has issued the Certificate of Occupancy for the Facility.

“Development” means the development as shown on the attached Exhibit “B”.

“Effective Date” shall mean the last date this Agreement is executed by the Parties.

“Expiration Date” shall mean the date of payment of the last of the Grants, unless sooner terminated as provided herein.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Facility” means an approximate 635,000 square foot warehouse distribution facility to be built on the Real Property by Company in accordance with Exhibits A and B.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, strikes, slowdowns or work stoppages.

“Grant Year Taxes” means the ad valorem taxes assessed by Town against the Real Property and collected by Town for the applicable Tax Year.

“Grants” shall collectively mean the Real Property Grants and Impact Fee Grants.

“Impact Fee Grants” means the grants from Town in an amount equal to 75% of the Town impact fees (water, wastewater, and road) paid by Company and received by Town, which are attributable to the construction of the Facility within the Development.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by the Company within the Town.

“Improvements” means the Facility identified on Exhibit B, and the infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed on the Real Property.

“Payment Request” means a written request from Company to Town for payment of the Real Property Grants and Impact Fee Grant, as the case may be, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Company is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” shall collectively mean the approximate 32 acres of land located at southeast corner of Lakeside Parkway and Gerault, Flower Mound, Texas, and as more particularly described on the attached Exhibit A.

“Real Property Grants” shall mean five (5) consecutive annual economic development grants to be provided by Town to Company, each in an amount equal to fifty percent (50%) of the Grant Year Taxes for the applicable Grant Year in excess of the Base Year Taxes calculated as follows:  $(\text{Grant Year Taxes} - \text{Base Year Taxes}) \times (50\%)$ , to be paid as set forth herein. Each individual annual payment shall be referred to as a “Real Property Grant.”

“Related Agreement” means any agreement (other than this Agreement) by and between Town and Company.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Term” means the term as defined in Section 2.2.

## **ARTICLE 2 PROGRAM AND TERM**

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Development to the Town. The terms of this Agreement shall implement the Program.

2.2 Term. The Term of this Agreement (“**Term**”) will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE 3 COMPANY OBLIGATIONS**

The obligation of the Town to pay the Grants shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3.

3.1 Construction of Improvements. Company agrees to design and construct, or cause to be designed and constructed, the Improvements. Company must (i) receive all necessary permits permitting construction of the Facility from all applicable governmental authorities no later than December 31, 2018; and (ii) subject to events of Force Majeure, achieve Completion of Construction on or before December 31, 2020.

3.2 Compliance with Laws. Company agrees to construct the Development and the Improvements in accordance with the site plan attached hereto as Exhibit B, the elevations and materials shown on the attached Exhibit C, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof).

3.3 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

3.4 Audit. Company shall grant access to Town, or such other persons or entities designated by Town for the purposes of inspecting, at Company’s office, during Company’s normal business hours, paper and electronic records, books, documents, tangible accounting procedures, tangible practices or any other items related to Company’s performance of this Agreement (“**Company Records**”), provided that Town has provided five (5) business days prior notice, and Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, all records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit by Town, or such other persons or entities designated by Town in accordance with state and federal laws, regulations or directives applicable to Company’s performance of this Agreement. Town agrees, to the extent allowed by law, to maintain the confidentiality of the Company Records.

## **ARTICLE 4 TOWN OBLIGATIONS**

Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this section, Town will be obligated to do the following:

4.1 Real Property Grants. For a period of five (5) years commencing on January 1 following the CO Date, the Town will provide an annual Real Property Grant to Company. Each annual Real Property Grant is due and payable by the Town forty-five (45) days after the Town receives the latter of (i) payment of the Grant Year Taxes; and (ii) a Payment Request.

4.2 Impact Fee Grants. The Town agrees to pay Company an Impact Fee Grant for the Development within forty-five (45) days after: (i) the Facility receives a Certificate of Occupancy; and (ii) the Town's receipt of a Payment Request.

4.3 Permit Fee Waiver. The Town agrees to waive the following permit and related fees for initial construction of the Development: building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, plan review fees and lighting plan review fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

4.4 Expedited Plan Review. Provided Company submits completed applications and plans that meet all Town requirements, Town will use reasonable efforts to expeditiously process, review, and act upon any applications and requests for development related approvals submitted by Company for the Development, including site plans, plats, building, paving and construction-related permits, and other filings required by the Town.

## **ARTICLE 5 TERMINATION; REPAYMENT; OFFSET**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (d) upon written notice by Town, if Company suffers an event of Bankruptcy or Insolvency;



(e) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by Town pursuant to Section 5.1 (b), (c), or (d), Company shall immediately refund to Town an amount equal to the amount of all of the Grants that have been provided by Town to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this Section 5.2 hereof shall survive termination of this Agreement.

5.3 Offsets. Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to Town from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due Town has been reduced to judgment by a court.

## **ARTICLE 6 MISCELLANEOUS**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, is deemed to have acted independently, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Town, to: Town of Flower Mound, Texas  
Attn: Economic Development Director  
2121 Cross Timbers Rd.  
Flower Mound, TX 75028

With a copy to: Flower Mound Town Attorney  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

If intended for Company, to: Duke Realty Limited Partnership  
600 E 96<sup>th</sup> Street, Suite 100  
Indianapolis, IN 46240  
RE: Lakeside Ranch Bldg. 1

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Denton County, Texas.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Town.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Limitation of Damages. The Parties agree that no Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

6.15 Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts Town's ability to pay the Grants or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such payments will cease as of the effective date of such limitation or restriction and be of no further force, effect, or consequence in which event Town shall be under no further obligation to Company as of the effective date of such limitation or restriction.

6.16 Undocumented Workers. Company certifies that Company, and its branches, divisions and departments, do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date Town notifies Company of the violation.

6.17 Governmental Function. The Parties agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Town and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

**[Signatures on following page]**

**TOWN OF FLOWER MOUND, TEXAS**

\_\_\_\_\_  
Tom Hayden, Mayor

Date: \_\_\_\_\_

**Duke Realty Limited Partnership**  
an Indiana limited partnership

By: Duke Realty Corporation, an Indiana  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT “A”**

### The Real Property

#### **TRACT I, PARCEL 1:**

Lot 4R, Block A, Lakeside Ranch Business Park Addition, an addition to the Town of Flower Mound, Denton County, Texas according to the plat thereof recorded under Clerk's File No. 2009- 62, Plat Records, Denton County, Texas.

DESCRIPTION, of a 32.483 acre tract of land situated in the J. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of Lot 4R, Block A of the Lakeside Ranch Business Park Addition, recorded in Cabinet 2009, Page 62 of the Plat Records of Denton County, Texas; said 32.483 acre tract being more particularly described as follows:

COMMENCING, at a ½-inch iron rod with “PACHECO KOCH” cap found at the intersection of the east right-of-way line of Gerault Road (a variable width right-of-way) with the south right-of-way line of Lakeside Parkway (a 120-foot right-of-way);

THENCE, North 87 degrees, 20 minutes, 08 seconds East, along said south right-of-way line of Lakeside Parkway, a distance of 312.65 feet to the POINT OF BEGINNING (not set);

THENCE, North 87 degrees, 20 minutes, 08 seconds East, along said south right-of-way line of Lakeside Parkway, a distance of 747.67 feet to a ½-inch iron rod with “PACHECO KOCH” cap found for corner;

THENCE, South 07 degrees, 06 minutes, 57 seconds East, a distance of 1712.71 feet to a ½-inch iron rod found for corner;

THENCE, South 87 degrees, 37 minutes, 32 seconds West, a distance of 912.05 feet to a point for corner (not set);

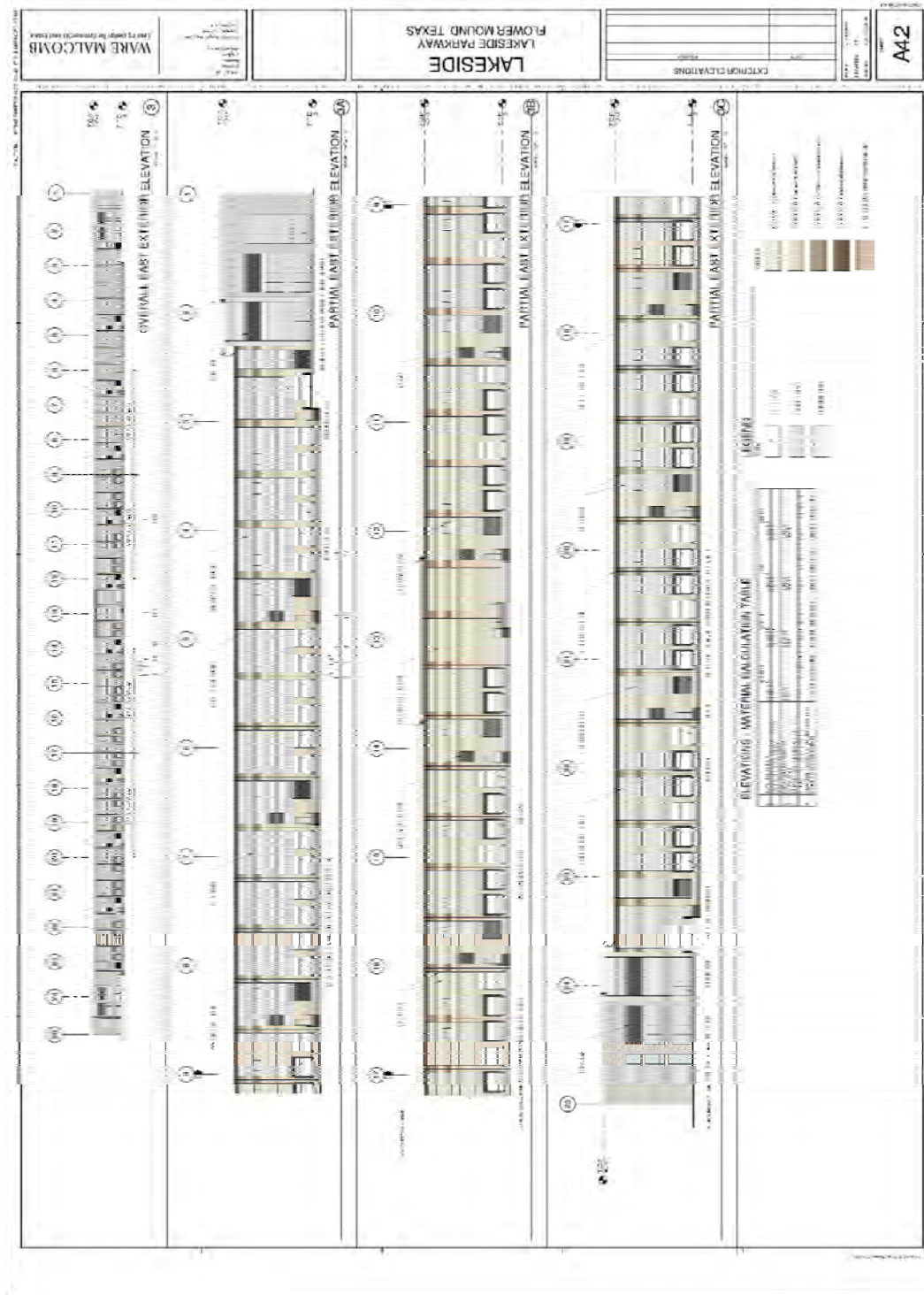
THENCE, North 01 degrees, 36 minutes, 24 seconds West, a distance of 1703.22 feet to the POINT OF BEGINNING;

CONTAINING, 1,414,977 square feet or 32.483 acres of land, more or less.

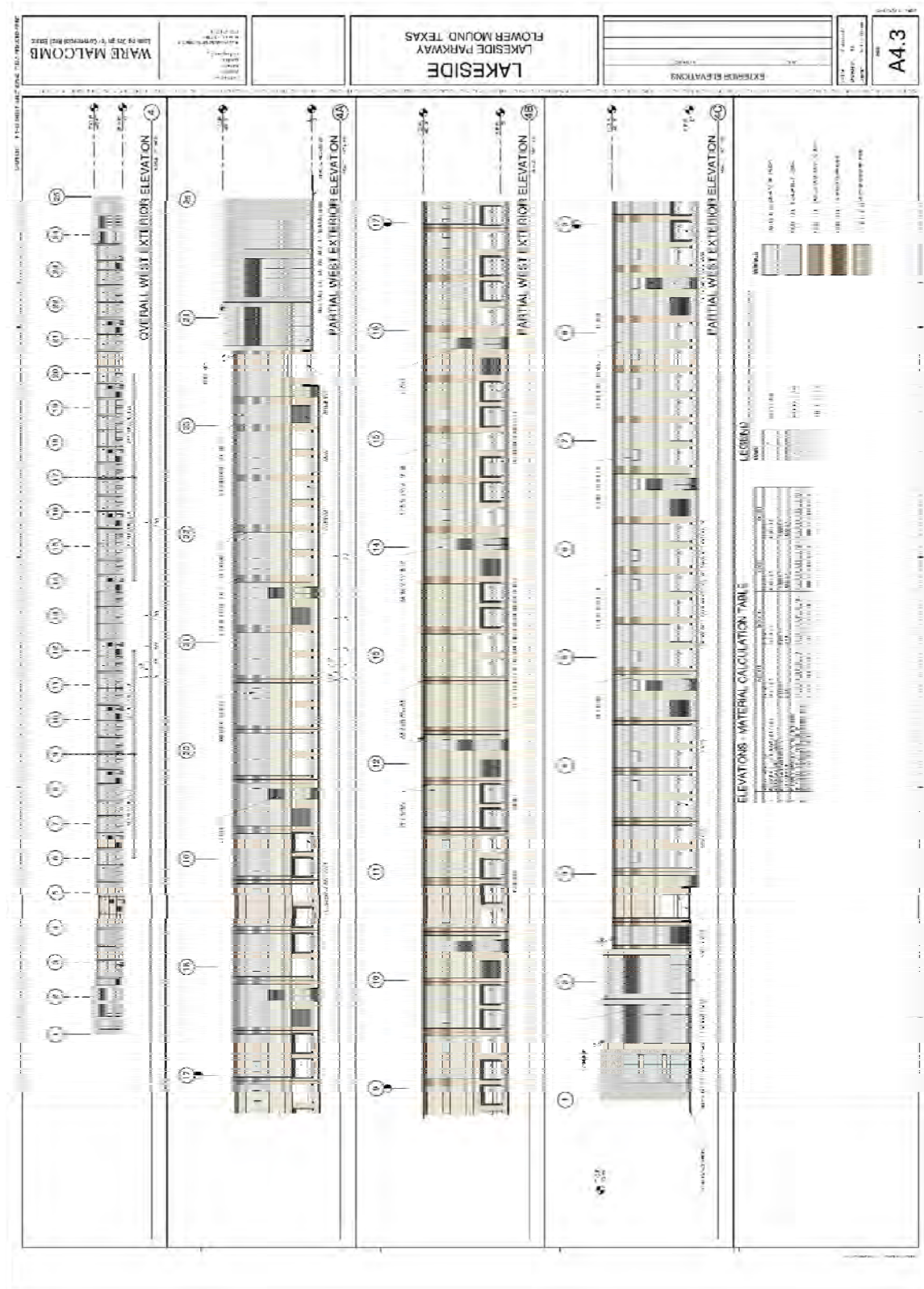
## EXHIBIT “B”

## The Development

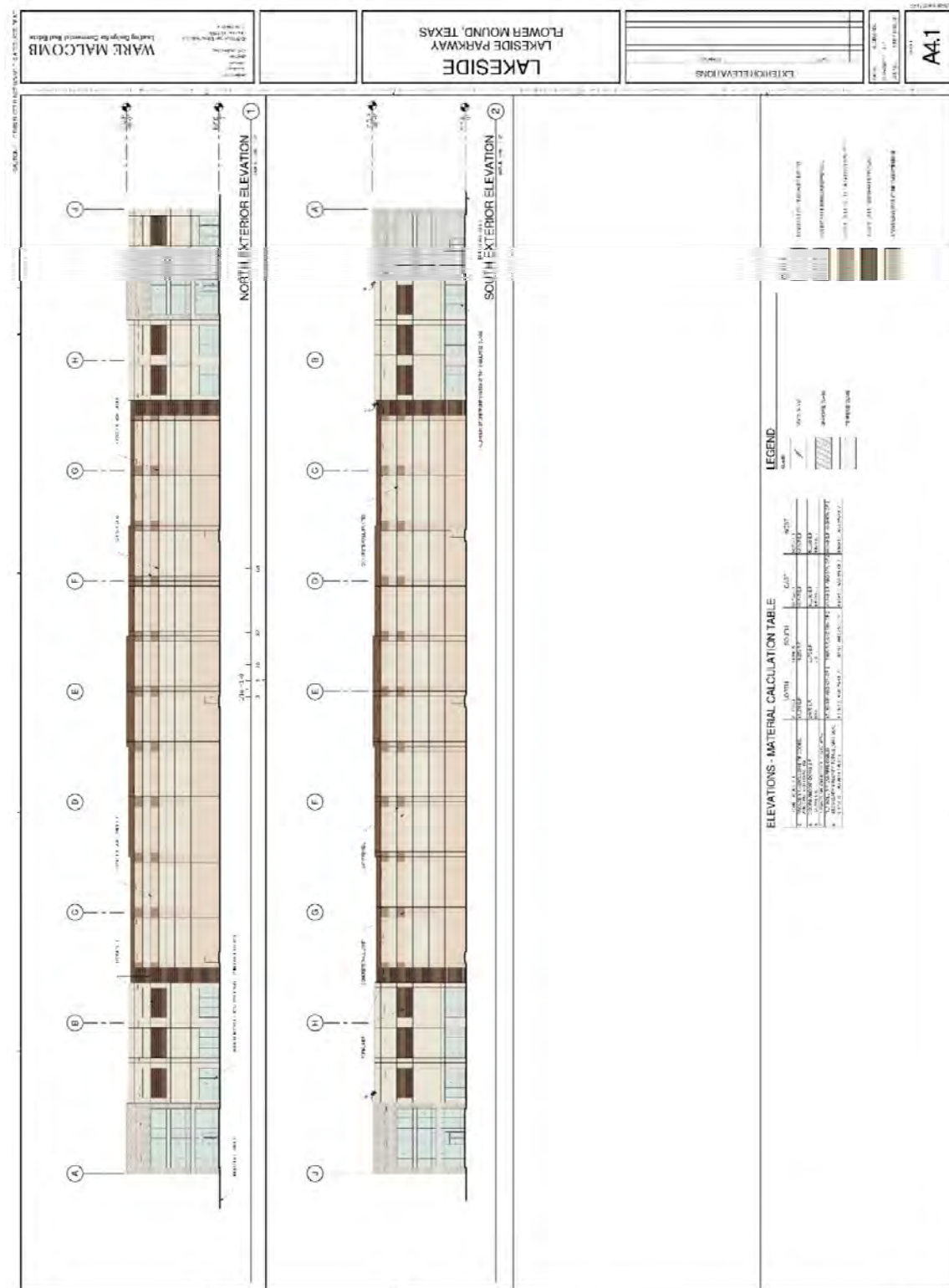


**EXHIBIT “C”****Building Elevations and Materials**





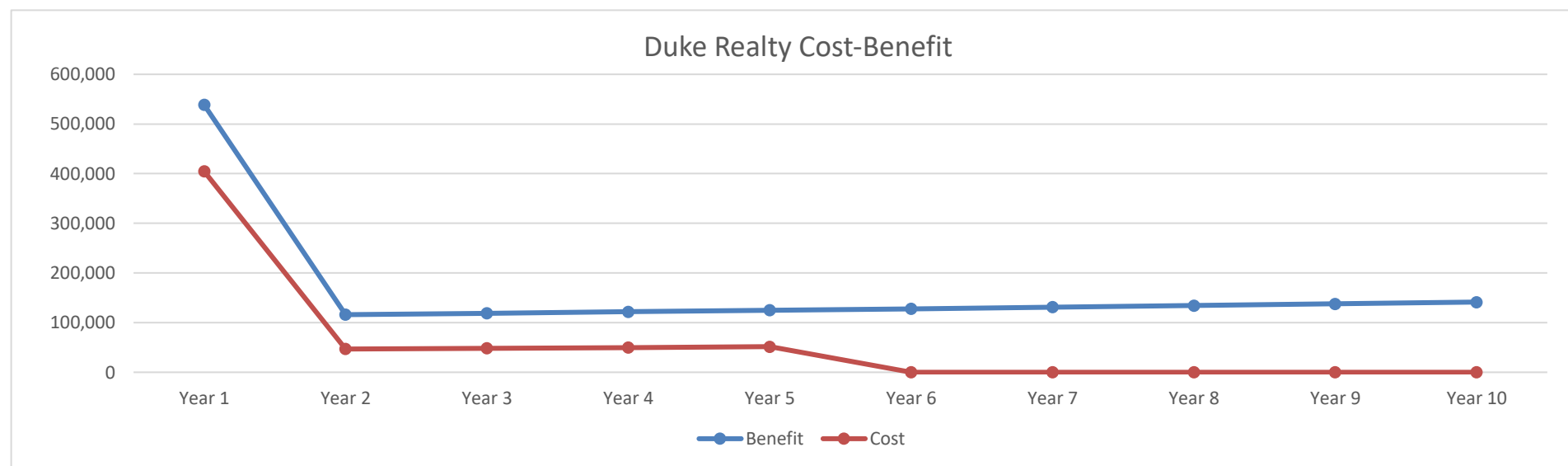




## Duke Realty Lakeside Business Park Lot 4R Blk A

### Cost-Benefit Analysis

| Benefit     |                                        | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     | Year 6     | Year 7     | Year 8     | Year 9     | Year 10    | Total            |
|-------------|----------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------------|
| +3% rate    | Real Property Value (75% of cap inv.)  | 20,800,000 | 21,424,000 | 22,066,720 | 22,728,722 | 23,410,583 | 24,112,901 | 24,836,288 | 25,581,376 | 26,348,818 | 27,139,282 |                  |
|             | Real Property Tax Revenue              | 91,312     | 94,051     | 96,873     | 99,779     | 102,772    | 105,856    | 109,031    | 112,302    | 115,671    | 119,141    | <b>1,046,790</b> |
| Flat Rate   | Business Personal Property Value       | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  | 5,000,000  |                  |
|             | Business Personal Property Tax Revenue | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | 21,950     | <b>219,500</b>   |
|             | Building Permit Fees                   | 160,000    | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | <b>\$0</b>       |
|             | Impact Fees                            | 265,000    | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | <b>\$425,000</b> |
| Cost        |                                        | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     | Year 6     | Year 7     | Year 8     | Year 9     | Year 10    | Total            |
| 50%         | Real Property Rebate                   | 45,656     | 47,026     | 48,436     | 49,890     | 51,386     | 0          | 0          | 0          | 0          | 0          | <b>242,394</b>   |
| 75%         | Impact Fee Grant                       | 198,750    | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | <b>198,750</b>   |
| 100%        | Building Permit Fee Waiver             | 160,000    | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | <b>160,000</b>   |
| Analysis    |                                        | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     | Year 6     | Year 7     | Year 8     | Year 9     | Year 10    | Total            |
| Benefit     |                                        | 538,262    | 116,001    | 118,823    | 121,729    | 124,722    | 127,806    | 130,981    | 134,252    | 137,621    | 141,091    | <b>1,691,290</b> |
| Cost        |                                        | 404,406    | 47,026     | 48,436     | 49,890     | 51,386     | 0          | 0          | 0          | 0          | 0          | <b>601,144</b>   |
| Net Benefit |                                        | 133,856    | 68,976     | 70,386     | 121,729    | 124,722    | 127,806    | 130,981    | 134,252    | 137,621    | 141,091    | <b>1,090,146</b> |





## TOWN COUNCIL AGENDA ITEM NO. 16

### REGULAR ITEM

**DATE:** April 16, 2018

**FROM:** Andrea Roy, Director of Economic Development

**ITEM:** **Public Hearing to consider approval of an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-industrial tax abatement on a 17-acre tract located at the southeast corner of Lake Forest Blvd. & Lakeside Parkway**

**BACKGROUND INFORMATION:** Establishment of a reinvestment zone on the property will facilitate a proposed Tax Abatement and Chapter 380 Agreement between the Town and Huntington Industrial Partners-Texas, L.L.C., in exchange for Huntington constructing an approximately 198,961 square foot speculative industrial building. The development is expected to add \$10M to the commercial tax roll.

Chapter 312 of the Texas Tax Code requires that municipalities wishing to execute a Tax Abatement Agreement designate a Tax Abatement Reinvestment Zone by ordinance after a public hearing. Notice of the subject public hearing appeared in the Denton Record-Chronicle on Friday, April 6, 2018. Additionally, all other applicable taxing entities (Denton County & LISD) were notified of the intention to establish the reinvestment zone.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** N/A.

All financial analysis will be provided in conjunction with the Huntington Industrial Partners Tax Abatement and Chapter 380 Agreement item.

| Proposed Expenditure: | Account Number(s): |
|-----------------------|--------------------|
| N/A                   | N/A                |

**Finance Review by:** N/A

**LEGAL REVIEW:** Drew Larkin with Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the ordinance as to form and legality.

#### **ATTACHMENTS:**

1. Ordinance designating Tax Abatement Reinvestment Zone (17-acre tract at Lake Forest Blvd. & Lakeside Parkway, Huntington Industrial Partners).

**RECOMMENDATION:** Move to approve an ordinance establishing a Tax Abatement Reinvestment Zone for commercial-industrial tax abatement located on a 17-acre tract at the southeast corner of Lake Forest Boulevard and Lakeside Parkway.

**TOWN OF FLOWER MOUND, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, DESIGNATING A CERTAIN AREA AS A TAX ABATEMENT REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT, WITHIN THE TOWN OF FLOWER MOUND, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Flower Mound, Texas (sometimes hereinafter referred to as the "Town") desires to promote the development or redevelopment of a certain contiguous geographic area within the Town of Flower Mound, Texas, by the creation of a reinvestment zone for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended; and,

**WHEREAS**, a public hearing before the Town Council of the Town was scheduled and held at 6:00 p.m. on April 16, 2018, such date being at least seven (7) days after the date of publication of the notice of such public hearing, pursuant to Section 312.201(d) of the Texas Tax Code, as amended; and,

**WHEREAS**, the Town Council held such public hearing after publishing notice of such public hearing, and giving written notice to all taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone; and,

**WHEREAS**, the Town at such public hearing invited any interested person to appear and speak for or against the creation of the Tax Abatement Reinvestment Zone, the boundaries of the proposed Tax Abatement Reinvestment Zone, whether all or part of the territory should be included in such proposed Tax Abatement Reinvestment Zone, and the concept of tax abatement;

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

**SECTION 1**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2**

The Town, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of the Tax Abatement Reinvestment Zone has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the Town, and mailed to all property taxing units overlapping the

territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and

- (b) That the boundaries of the Tax Abatement Reinvestment Zone should be the area as described in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That creation of the Tax Abatement Reinvestment Zone for commercial-industrial tax abatement with boundaries as described in Exhibit A will result in benefits to the Town, and to the land included within the Zone, and the improvements sought are feasible and practical; and
- (d) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town”; and
- (e) That the Tax Abatement Reinvestment Zone as described and/or depicted in Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the Town’s Tax Abatement Guidelines and Criteria; and
- (f) That the Improvements proposed for the Tax Abatement Reinvestment Zone are feasible and practical and would be a benefit to the land and to the Town after the expiration of any tax abatement agreement.

### **SECTION 3**

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the Town of Flower Mound, Texas, hereby creates a Tax Abatement Reinvestment Zone for commercial-industrial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone is hereby designated.

### **SECTION 4**

The Tax Abatement Reinvestment Zone shall take effect immediately upon passage of this Ordinance. The Tax Abatement Reinvestment Zone is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation of the Tax Abatement Reinvestment Zone does not affect an existing tax abatement agreement.

ORDINANCE NO. \_\_\_\_\_

Page 3

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

**SECTION 6**

Any provision of any prior ordinance of the Town, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the Town, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**SECTION 7**

This Ordinance shall become effective immediately upon 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 \_\_\_\_\_ DAY OF APRIL, 2018.**

**APPROVED:**

\_\_\_\_\_  
**THOMAS E. HAYDEN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**THERESA SCOTT, TOWN SECRETARY**

**EXHIBIT "A"**

**Legal Description  
Tax Abatement Reinvestment Zone  
Town of Flower Mound, Texas**

**LEGAL DESCRIPTION**

BEING a description, of a 17.146 acre tract of land situated in the J. Knight Survey, Abstract No. 692, Denton County, Texas; being part of that tract of land described in Substitute Trustee's Foreclosure Sale Deed to First National Bank recorded in Document Number 2009-69937, Official Records of Denton County, Texas; said 17.146 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod (legible cap) found at the intersection of the south right-of-way line of Lakeside Parkway (a variable width right-of-way, 120 feet wide at this point) and the east right-of-way line of Lake Forest Boulevard (a 45-foot wide right-of-way); said point being the northwest corner of said Bank tract:

THENCE, easterly with the south line of Lakeside Parkway and the north line of said Bank tract, as follows:

North 89 degrees, 11 minutes, 53 seconds East, a distance of 449.11 feet to a ½-inch iron rod with "DAA" cap found at the beginning of a tangent curve to the right;

Along said curve to the right, having a central angel of 05 degrees, 20 minutes, 31 seconds, a radius of 940.00 feet, an arc distance of 87.64 feet, and a chord bearing and distance of South 88 degrees, 07 minutes, 51 seconds East, 87.61 feet, to a point at the end of said curve;

THENCE, departing the south line of Lakeside Parkway and into and across the said First National Bank tract the following eight (8) calls:

South 18 degrees, 14 minutes, 26 seconds East, a distance of 145.30 feet to a point for corner;

South 67 degrees, 37 minutes, 53 seconds East, a distance of 224.03 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 182.54 feet to a point for corner;

South 54 degrees, 39 minutes, 35 seconds West, a distance of 124.74 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 169.88 feet to a point for corner;

South 59 degrees, 35 minutes, 58 second West, a distance of 70.71 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 141.60 feet to a point for corner;

South 22 degrees, 12 minutes, 21 seconds East, a distance of 252.03 feet to a point for corner; said point being the northeast corner of that tract of land described in Special Warranty Deed to Grand Seville, L.P. recorded in Document Number 2007-102880 of said Official Records;

THENCE, South 89 degrees, 40 minutes, 23 seconds West, with the line common to said Bank

ORDINANCE NO. \_\_\_\_\_

Page 5

tract and the Grand Seville tract, a distance of 775.49 feet to a ½-inch iron rod with “DAA” cap found for corner; said point being the southwest corner of said Bank tract and the east corner of the south terminus of said Lake Forest Boulevard;

THENCE, North 00 degrees, 27 minutes, 02 seconds West, departing the north line of the Seville tract and along the east line of Lake Forest Boulevard, and the west line of said Bank tract, a distance of 1055.68 feet to the POINT OF BEGINNING.

CONTAINING 746,898 square feet of 17.146 acres of land, more or less.

SAVE AND EXCEPT that portion conveyed by Right-of-Way Dedication Deed filed 05/24/2016, recorded in cc#2016-60293, cc# 2016-60294 and cc# 2016-60295, Real Property Records, Denton County, Texas.





## TOWN COUNCIL AGENDA ITEM NO. 17

### REGULAR ITEM

**DATE:** April 16, 2018

**FROM:** Andrea Roy, Economic Development Director

**ITEM:** **Public Hearing to consider approval of a Chapter 380 and Tax Abatement Agreement between the Town of Flower Mound and HIP DFW North DC IV LLC., for the economic development of Flower Mound, and authorization for the Mayor to execute same on behalf of the Town.**

**BACKGROUND INFORMATION:** The subject request relates to the proposed Chapter 380 and Tax Abatement Agreement between the Town and HIP DFW North DC IV LLC (Huntington), an industrial development company, in exchange for the \$6 million capital investment to develop an approximately 198,961 square foot speculative industrial building located at the southeast corner of Lake Forest Boulevard and Lakeside Parkway; one of the few remaining industrial sites within the Lakeside Business District.

The subject building will be Huntington's fourth building in Flower Mound, all of which are LEED certified. To date, all buildings are occupied and employ approx. 1,000, generating approx. \$700,000 to the Town annually. A tenant is not yet identified for the subject building, but based on building size and type, employment can be estimated at 150 employees, with approximately \$5 million in tangible personal property. As mentioned previously, the Town's industrial occupancy rates are currently at approx. 99%, and the addition of new available space will assist in Town Staff's recruitment efforts in the industrial sector.

The subject Chapter 380 and Tax Abatement Agreement has been requested by Huntington to assist in offsetting the costs required to address the significant development obstacles that exist on the subject site. The property, which measures approximately 17 acres has extreme topography, requiring the construction of a substantial retaining wall and limiting the use of much of the site. The property has been in foreclosure and passed over by many developers due to these obstacles.

The proposed Chapter 380 and Tax Abatement Agreement provides for a five-year, 50% real and tangible personal property abatement (total estimated savings \$107,000), a grant equal to 25% of impact fees (\$31,250), and a building permit fee waiver (\$45,000). A 10-year cost-benefit analysis indicates a total cost to the Town of \$185,000, providing a minimum net benefit of over \$405,000. The payback to the Town is approximately 4 years.

Huntington must complete the shell building by no later than December 31, 2019, and the abatement benefits will commence the following year. These timeline requirements are included within the agreement to ensure that development proceeds in a timely manner. Additionally, the building must have a minimum taxable value of \$5 million.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:** One time grant equal to 25% of impact fees, est. at \$31,250.

**Proposed Expenditure:**

**Account Number(s):**

\$31,250

100-600-57000-5320

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

**LEGAL REVIEW:** Drew Larkin of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the Chapter 380 & Tax Abatement Agreement as to form and legality.

**ATTACHMENTS:**

1. HIP DFW North DC IV LLC Chapter 380 and Tax Abatement Agreement
2. Cost-Benefit Analysis

**DRAFT MOTION:** Move to approve to the Chapter 380 and Tax Abatement Agreement between the Town of Flower Mound and HIP DFW North DC IV LLC, and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS   )  
                                           )  
 COUNTY OF DENTON     )

### **380 AND TAX ABATEMENT**

This 380 and Tax Abatement Agreement (hereinafter referred to as the “**Agreement**”) is entered into by and between the Town of Flower Mound, Texas, a Texas home rule municipality (hereinafter referred to as the “**Town**”), and HIP DFW North DC IV LLC, a Delaware limited liability company (hereinafter referred to as the “**Owner**”), the property owner of a to-be-constructed commercial-warehouse property located in the Lakeside Business District in the Town and more particularly described on Exhibit A attached hereto (also referred to as the “**Real Property**”). Town and Owner may sometimes be referred to individually as “**Party**” or collectively as the “**Parties**.”

#### **W I T N E S S E T H:**

**WHEREAS**, Section 312.002(a) of the Texas Tax Code requires the Town to pass a resolution indicating the Town’s desire to become eligible to participate in tax abatement agreements; and

**WHEREAS**, on or about December 17, 2007, the Town adopted Resolution No. 37-07 electing to become eligible to participate in tax abatement agreements, in accordance with Section 312.002(a) of the Texas Tax Code, and subsequently has timely reaffirmed said tax abatement agreement policies; and

**WHEREAS**, at such times the Town also adopted and/or reaffirmed tax abatement guidelines and criteria, in accordance with Section 312.002 of the Texas Tax Code (hereinafter referred to as the “Town’s Tax Abatement Guidelines and Criteria”); and

**WHEREAS**, the Town’s Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town, as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

**WHEREAS**, on or about April 16, 2018, the Town Council of the Town of Flower Mound, Texas, adopted Ordinance No. \_\_\_\_\_ establishing a Tax Abatement Reinvestment Zone (the “Zone”) in the Town of Flower Mound, Texas, for commercial- warehouse tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

**WHEREAS**, the Owner owns, or will own, real property located within said Reinvestment Zone, Town of Flower Mound, Texas; and

**WHEREAS**, this abatement of taxes will maintain and enhance the economic and employment base of the Town, thereby benefiting the Town, in accordance with the Tax Abatement Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act; and

**WHEREAS**, the Town Council of the Town of Flower Mound, Texas, finds that the contemplated use of the Real Property, and the improvements to the Real Property as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in the Town of Flower Mound, Texas, in accordance with the purposes for its creation, and are in compliance with the Town's Tax Abatement Guidelines and Criteria, and Chapter 312 of the Texas Tax Code; and

**WHEREAS**, the Owner acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code ("**Chapter 380**"), an incentive to the Owner to bring business development to the Town; and

**WHEREAS**, the Town has the authority under Article 52-a of the Texas Constitution and Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the Town; and

**WHEREAS**, the Town has determined that a grant of funds to the Owner will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the Town; and

**WHEREAS**, this Agreement was approved by the Town Council of the Town of Flower Mound, Texas, at a regularly scheduled meeting, consistent with Section 312.207(a) of the Texas Tax Code, as amended.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **SECTION 1. FINDINGS INCORPORATED - AUTHORITY**

(a) All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

(b) This Agreement is authorized by Chapter 312 of the Texas Tax Code, and Section 380.001 of the Texas Local Government Code.

#### **SECTION 2. PROGRAM APPROVED**

A program authorized under Chapter 380 is hereby established by the Flower Mound Town Council to encourage development of the Real Property (as hereinafter defined) and to add significant taxable value to the Town of Flower Mound. The terms of this Agreement shall implement the Program.

### **SECTION 3. TERM**

This Agreement shall be effective as of the Effective Date and end on the last day of the Tax Abatement Period.

### **SECTION 4. DEFINITIONS**

The terms “Agreement”, “Town”, “Owner”, “Parties”, and “Party”, shall have the meanings provided above. The following words shall have the following meanings when used in this Agreement:

“Affiliate” means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Owner.

“Base Value” means the appraised value of the Real Property, according to the Denton Central Appraisal District, on the date this Agreement is signed, which the Parties agree is One Million Forty-Five Thousand Three Hundred Twenty-Seven Dollars (\$1,045,327.00).

“Building” means an approximately 198,961 square foot commercial warehouse building to be constructed on the Real Property.

“Building Final” means the approval of the final inspection issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant.

“Certificate of Occupancy” means the document issued by the Town certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“Effective Date” means the date of the later to execute this Agreement by and between the Town and the Owner.

“Force Majeure” means any cause, condition or event, which is beyond the control of Owner or any person for whom Owner is responsible, that could not reasonably be avoided through ordinary care.

“Future Tenant” means a tenant which leases all or a portion of the Building after the Effective Date of this Agreement.

“Impact Fee Grant” means the grant from Town in an amount equal to 25% of the Town impact fees (water, wastewater, and road) paid by Owner and received by Town, which are attributable to the construction of the Improvements.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by

any public or governmental authority on the Owner or any property or any business owned by the Owner within the Town.

“Improvements” means the Building and other ancillary improvements such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the City, from time to time, in order to obtain a building permit(s), provided, however, that “Improvements” shall not include the Real Property.

“Payment Request” means a written request from Owner to Town for payment of the Impact Fee Grant, which request shall be accompanied by evidence reasonably satisfactory to Town to establish that Owner is in compliance with this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

“Real Property” means the approximately 17-acre tract of land generally located at the southeast corner of Lake Forest Blvd. and Lakeside Parkway, Town of Flower Mound, Texas, and as more particularly described in Exhibit A to this Agreement, which is attached hereto and incorporated herein for all purposes.

“Substantial Completion” means the date a Certificate of Occupancy is issued by the Town for a Future Tenant space within the Improvements.

“Tangible Personal Property” means furniture, fixtures and equipment owned or leased by the Owner or Future Tenant(s) and located at the Real Property, subsequent to the execution of this Agreement. Tangible Personal Property shall not include inventory, Freeport Goods or Goods in Transit located at the Real Property.

“Tax Abatement Period” means the period, in years, during which the Real Property and Tangible Personal Property are entitled to tax abatement pursuant to this Agreement. The Tax Abatement Period shall commence on the earlier of (i) January 1 of the year following Substantial Completion or (ii) January 1, 2020; and said period shall expire on the last day of the fifth calendar year thereafter.

“Taxable Value” shall mean the appraised value as certified by the Denton County Appraisal District, or its successor, for a given year.

“Term” means the term of this Agreement as specified in Section 3 of this Agreement.

## **SECTION 5. OBLIGATIONS OF OWNER**

As consideration for the tax abatement and grants of public funds, the Owner agrees and covenants as follows:

(a) Building Final. The Owner shall receive a Building Final for the Building no later than December 31, 2019.

(b) Taxable Value. Upon the first January 1st to occur after Substantial Completion, the Improvements must have a minimum Taxable Value of \$5,000,000.

(c) Compliance with Laws. Owner agrees that construction of the Improvements shall be in accordance with all applicable federal, state, and local laws and regulations. The Real Property shall be used only in compliance with the Town's Comprehensive Zoning Ordinance.

(d) Use of Property. The Real Property shall at all times during the term of this Agreement be used in a manner that is consistent with the Zone. Both Parties agree that use of the premises for a warehouse is consistent with such purpose.

## **SECTION 6. OBLIGATIONS OF THE TOWN**

Provided the Owner is in full compliance with the terms and conditions of this Agreement, the Town agrees to provide the following incentive to the Owner.

(a) Impact Fee Grant. The Town agrees to pay Developer an Impact Fee Grant within forty-five (45) days after: (i) the Building receives a Building Final; and (ii) the Town's receipt of a Payment Request.

(b) Building Permit Fees. The Town agrees that building permit fees for the Improvements shall be waived. For purposes of clarification, fees not subject to the aforementioned waiver include engineering inspection fees, re-inspection fees, sign fees, screening wall fees, retaining wall fees, after-hours inspection fees, re-stamp fees for project scope changes during construction, construction trailers fees, fire department fees, plat recording fees and early-construction fees. Any fees not referenced herein as being waived are specifically deemed not to be waived by the Town.

(c) Tax Abatement. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the Town, ad valorem taxes otherwise owed to the Town for the Real Property and the Tangible Personal Property shall be abated in accordance with this subsection. The abatement of the taxes shall be based upon the increased value of the Real Property (which includes the Improvements once completed) over the Base Value, and the Tangible Personal Property added to the Real Property, in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations.

(i) Term. The Tax Abatement Period shall commence on January 1 of the year following the earlier of (A) Substantial Completion or (B) January 1, 2020 and said period shall expire on the last day of the fifth calendar year thereafter.

(ii) Abatement Amount. The tax abatement rate for each such year during the Tax Abatement Period shall be the following percentage of the portion of the increased Taxable Value of the Real Property above the Base Value of the Real Property, and the ad valorem taxes assessed on the Tangible Personal Property located on the Real Property:

| Year of Tax Abatement Period | Abatement Percentage |
|------------------------------|----------------------|
| 1                            | 50%                  |
| 2                            | 50%                  |
| 3                            | 50%                  |
| 4                            | 50%                  |
| 5                            | 50%                  |

Notwithstanding any provision in this Agreement to the contrary, the Real Property and Tangible Personal shall not be entitled to tax abatement for more than five (5) years.

## **SECTION 7. TERMINATION AND RECAPTURE PROVISION**

(a) Termination. This Agreement terminates on the last day of the Tax Abatement Period, but may be terminated earlier upon any one or more of the following:

- (i) by mutual written agreement of the Parties;
- (ii) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (iii) upon written notice by Town, if any Impositions owed to Town or the State of Texas by Owner shall have become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such taxes or Impositions);
- (iv) upon written notice by Town, if Owner suffers an event of Bankruptcy or Insolvency; or
- (v) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

(b) Repayment. In the event this Agreement is terminated by Town pursuant to Section 7(a)(ii)-(iv), Owner shall be liable for and will pay to the Town within sixty (60) days following the termination of this Agreement: (1) an amount equal to the amount of the Impact Fee Grant that has been provided by Town to Owner prior to the date of such termination, as well as all waived permit fees which would otherwise have been paid to Town but for this Agreement, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Town) as its prime or base commercial lending rate, from the Effective Date until paid; (2) the amount of all taxes abated under this Agreement; (3) interest on the abated amount at the



rate provided for in the Texas Tax Code for delinquent taxes; and (4) penalties on the amount abated in the year of default at the rate provided for in the Texas Tax Code for delinquent taxes.

## **SECTION 8. RIGHT OF ACCESS FOR INSPECTION**

The Owner further agrees that the Town, its agents and employees, shall have reasonable right to access the Real Property during normal business hours and upon not less than two (2) business days written notice to Owner to inspect the Improvements and other items subject to this Agreement in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, the Town shall have the continuing right of reasonable access to the Real Property during normal business hours and upon not less than two (2) business days written notice to Owner to inspect the Real Property to ensure that they are thereafter maintained and operated in accordance with this Agreement.

## **SECTION 9. ANNUAL CERTIFICATION**

On or before April 1 of each year, the Owner shall provide to Town written certification that Owner is in compliance with each applicable term of this Agreement. Such certification shall be in a form reasonably satisfactory to the Town, and shall include, at a minimum, information supporting Owner's conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement. Any failure of the Town to request or demand such certification shall not constitute a waiver of such certification or any future certification; provided, however, that if the Town fails to request or demand such certification and Owner fails to provide such certification, the Town shall give Owner written notice of such failure and Owner shall provide such certification within thirty (30) days of Owner's receipt of such notice.

## **SECTION 10. CANCELLATION OR MODIFICATION OF AGREEMENT**

The Town and Owner agree that the Town may cancel or modify this Agreement if the Owner fails to comply with any of the provisions of this Agreement, subject to any cure provisions referenced in Section 7 and Section 9 of this Agreement.

## **SECTION 11. MISCELLANEOUS PROVISIONS**

(a) Amendments. This Agreement constitutes the entire understanding and Agreement of the parties as to matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties south to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.

(c) Assignment.

(i) Generally. This Agreement may not be assigned without the express written consent of the other party; provided, however, that Owner may assign Owner's interests in this Agreement, or a portion of such interests, as applicable, to an Affiliate, provided that any such assignee agrees to assume the obligations and duties of Owner contained in this Agreement.

(ii) Future Tenants. Owner may make full or partial assignments of this Agreement to any Future Tenant to afford the Future Tenant the right to receive an abatement of its Tangible Personal Property located on the Real Property. The assignment must be approved by the Town and on a form acceptable to Town.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) Filing. In order to receive the tax abatement pursuant to this Agreement, Owner understands it must file with the appraisal district an application for property tax abatement exemption between January 1 and April 30 of each year during the term of this Agreement.

(g) Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

if to Owner:

HIP DFW North DC IV LLC,  
a Delaware limited liability company  
c/o Huntington Industrial Partners  
385 Inverness Parkway, Suite 460  
Englewood, Colorado 80112  
Attn: John W. Seiple, Jr.

if to Town:

Town of Flower Mound, Texas  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
Attn: Economic Development

(h) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(i) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(j) Undocumented Workers. Owner certifies that Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the Town notifies Owner of the violation.

(k) Right to Offset. The Town may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to the Town from the Owner, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

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

(m) Town Ordinances Applicable. The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

(n) Runs with the Land. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and successors in title.

**[Remainder of page intentionally left blank.]**

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, on this \_\_\_\_ day of April, 2018.**

**TOWN:**

**TOWN OF FLOWER MOUND, TEXAS**

\_\_\_\_\_  
Thomas E. Hayden, Mayor

**ATTEST:**

\_\_\_\_\_  
Theresa Scott, Town Secretary

**OWNER:**

**HIP DFW North DC IV LLC, a Delaware limited liability corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF DENTON        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018,  
Thomas E. Hayden, Mayor of the Town of Flower Mound, Texas, a Texas home rule municipality, on  
behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF \_\_\_\_\_        )**  
**)**  
**COUNTY OF \_\_\_\_\_        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018  
by \_\_\_\_\_, the Authorized Representative of HIP DFW North DC IV LLC, a  
Delaware limited liability company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "A"

**LEGAL DESCRIPTION**

BEING a description, of a 17.146 acre tract of land situated in the J. Knight Survey, Abstract No. 692, Denton County, Texas; being part of that tract of land described in Substitute Trustee's Foreclosure Sale Deed to First National Bank recorded in Document Number 2009-69937, Official Records of Denton County, Texas; said 17.146 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod (legible cap) found at the intersection of the south right-of-way line of Lakeside Parkway (a variable width right-of-way, 120 feet wide at this point) and the east right-of-way line of Lake Forest Boulevard (a 45-foot wide right-of-way); said point being the northwest corner of said Bank tract:

THENCE, easterly with the south line of Lakeside Parkway and the north line of said Bank tract, as follows:

North 89 degrees, 11 minutes, 53 seconds East, a distance of 449.11 feet to a 1/2-inch iron rod with "DAA" cap found at the beginning of a tangent curve to the right;

Along said curve to the right, having a central angel of 05 degrees, 20 minutes, 31 seconds, a radius of 940.00 feet, an arc distance of 87.64 feet, and a chord bearing and distance of South 88 degrees, 07 minutes, 51 seconds East, 87.61 feet, to a point at the end of said curve;

THENCE, departing the south line of Lakeside Parkway and into and across the said First National Bank tract the following eight (8) calls:

South 18 degrees, 14 minutes, 26 seconds East, a distance of 145.30 feet to a point for corner;

South 67 degrees, 37 minutes, 53 seconds East, a distance of 224.03 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 182.54 feet to a point for corner;

South 54 degrees, 39 minutes, 35 seconds West, a distance of 124.74 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 169.88 feet to a point for corner;

South 59 degrees, 35 minutes, 58 second West, a distance of 70.71 feet to a point for corner;

South 07 degrees, 12 minutes, 30 seconds East, a distance of 141.60 feet to a point for corner;

.

South 22 degrees, 12 minutes, 21 seconds East, a distance of 252.03 feet to a point for corner; said point being the northeast corner of that tract of land described in Special Warranty Deed to Grand Seville, L.P. recorded in Document Number 2007-102880 of said Official Records;

THENCE, South 89 degrees, 40 minutes, 23 seconds West, with the line common to said Bank tract and the Grand Seville tract, a distance of 775.49 feet to a ½-inch iron rod with “DAA” cap found for corner; said point being the southwest corner of said Bank tract and the east corner of the south terminus of said Lake Forest Boulevard;

THENCE, North 00 degrees, 27 minutes, 02 seconds West, departing the north line of the Seville tract and along the east line of Lake Forest Boulevard, and the west line of said Bank tract, a distance of 1055.68 feet to the POINT OF BEGINNING.

CONTAINING 746,898 square feet of 17.146 acres of land, more or less.

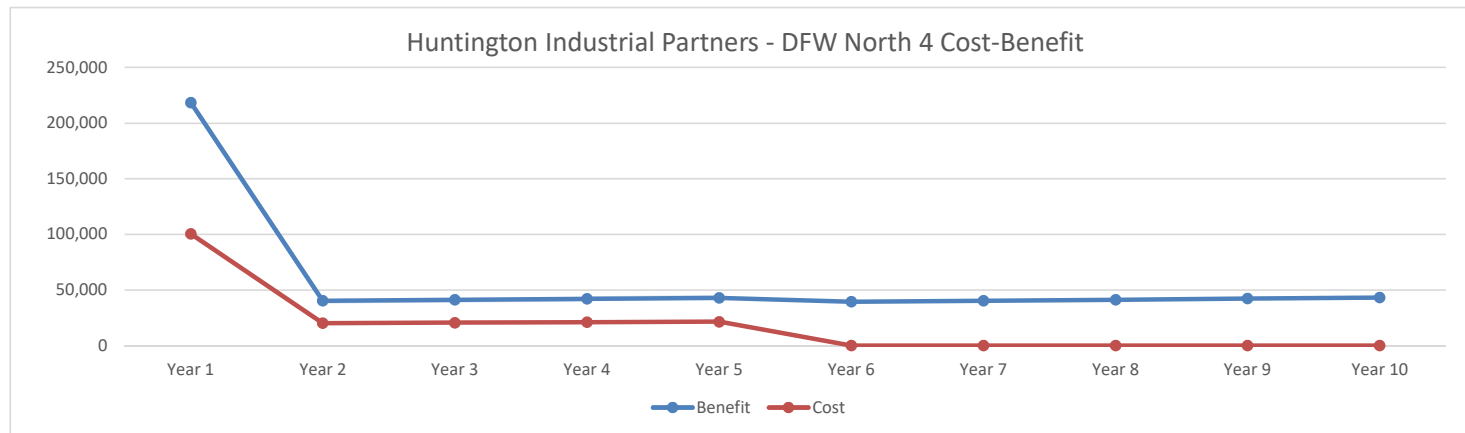
SAVE AND EXCEPT that portion conveyed by Right-of-Way Dedication Deed filed 05/24/2016, recorded in cc#2016-60293, cc# 2016-60294 and cc# 2016-60295, Real Property Records, Denton County, Texas.

## Huntington Industrial Partners

Attachment #2

## North 4 Cost-Benefit Analysis

| Benefit     |                                        | Year 1    | Year 2    | Year 3    | Year 4    | Year 5    | Year 6    | Year 7    | Year 8    | Year 9    | Year 10   | Total   |
|-------------|----------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|
| +3% rate    | Real Property Value                    | 6,000,000 | 6,180,000 | 6,365,400 | 6,556,362 | 6,753,053 | 6,955,644 | 7,164,314 | 7,379,243 | 7,600,620 | 7,828,639 |         |
|             | Real Property Tax Revenue              | 26,340    | 27,130    | 27,944    | 28,782    | 29,646    | 30,535    | 31,451    | 32,395    | 33,367    | 34,368    | 301,959 |
| Flat Rate   | Business Personal Property Value       | 5,000,000 | 3,000,000 | 3,000,000 | 3,000,000 | 3,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |         |
|             | Business Personal Property Tax Revenue | 21,950    | 13,170    | 13,170    | 13,170    | 13,170    | 8,780     | 8,780     | 8,780     | 8,780     | 8,780     | 118,530 |
|             | Building Permit Fees                   | 45,000    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0       |
|             | Impact Fees                            | 125,000   | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 170,000 |
| Cost        |                                        | Year 1    | Year 2    | Year 3    | Year 4    | Year 5    | Year 6    | Year 7    | Year 8    | Year 9    | Year 10   | Total   |
| 50%         | Real Property Abatement                | 13,170    | 13,565    | 13,972    | 14,391    | 14,823    | 0         | 0         | 0         | 0         | 0         | 69,921  |
| 50%         | Tangible Personal Property Abatement   | 10,975    | 6,585     | 6,585     | 6,585     | 6,585     | 0         | 0         | 0         | 0         | 0         | 37,315  |
| 25%         | Impact Fee Grant                       | 31,250    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 31,250  |
| 100%        | Building Permit Fee Waiver             | 45,000    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 45,000  |
| Analysis    |                                        | Year 1    | Year 2    | Year 3    | Year 4    | Year 5    | Year 6    | Year 7    | Year 8    | Year 9    | Year 10   | Total   |
| Benefit     |                                        | 218,290   | 40,300    | 41,114    | 41,952    | 42,816    | 39,315    | 40,231    | 41,175    | 42,147    | 43,148    | 590,489 |
| Cost        |                                        | 100,395   | 20,150    | 20,557    | 20,976    | 21,408    | 0         | 0         | 0         | 0         | 0         | 183,486 |
| Net Benefit |                                        | 117,895   | 20,150    | 20,557    | 20,976    | 21,408    | 39,315    | 40,231    | 41,175    | 42,147    | 43,148    | 407,002 |







## TOWN COUNCIL AGENDA ITEM NO. 18

### REGULAR ITEM

---

**DATE:** April 16, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) 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 March 26, 2018, meeting.*)**

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence received by the Planning Services Division after the posting of the March 26 P&Z agenda packet and before submission for the April 16 Town Council agenda packet is included as Attachment 3.

There was lengthy discussion at the P&Z public hearing, during which several concerns were raised by Commissioners and members of the public about potential impacts of a change from residential to retail use at the location.

During the staff presentation, the applicant's acreage request was clarified; the total acreage is approximately 2.48 acres in lieu of the stated 2.62 acres. The difference (.14 acre) will be utilized to provide access from Cross Timbers Road to the existing residential dwelling and will not require a Master Plan Amendment. The Master Plan Exhibit has been revised to reflect this clarification.

**APRIL 13, 2018 UPDATE:** The development team for the proposed pharmacy has been working with the property owner to provide assurances related to future development of the remaining approximate 22.067 acres (total acreage of approximately 24.55 acres less the approximately 2.48 acres associated with this Master Plan application). Specifically, the property owner will enter into a private deed restriction that will prohibit the current property owner from seeking a Master Plan Amendment on the remaining approximate 22.067 while they own the property (See Attachment 4). At the time this staff report was written, the applicant indicated they were drafting the private deed restriction document. It will be recorded and brought to the Council meeting Monday evening.

#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence
4. Letters from the Applicant Regarding Proposed Private Deed Restrictions

**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 a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) 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 adopt an ordinance providing for said amendment.



## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 8

---

**DATE:** March 26, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907) 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. 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 (ZPD17-0018), for consideration on the same agenda.

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

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 2.62 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 Master Plan amendment requests. At the time this report was written, staff had received two correspondence in opposition to the request.

### **IV. ATTACHMENTS**

#### **A. Background Information**

1. Vicinity Map
2. Letter of Intent

#### **B. Application Details**

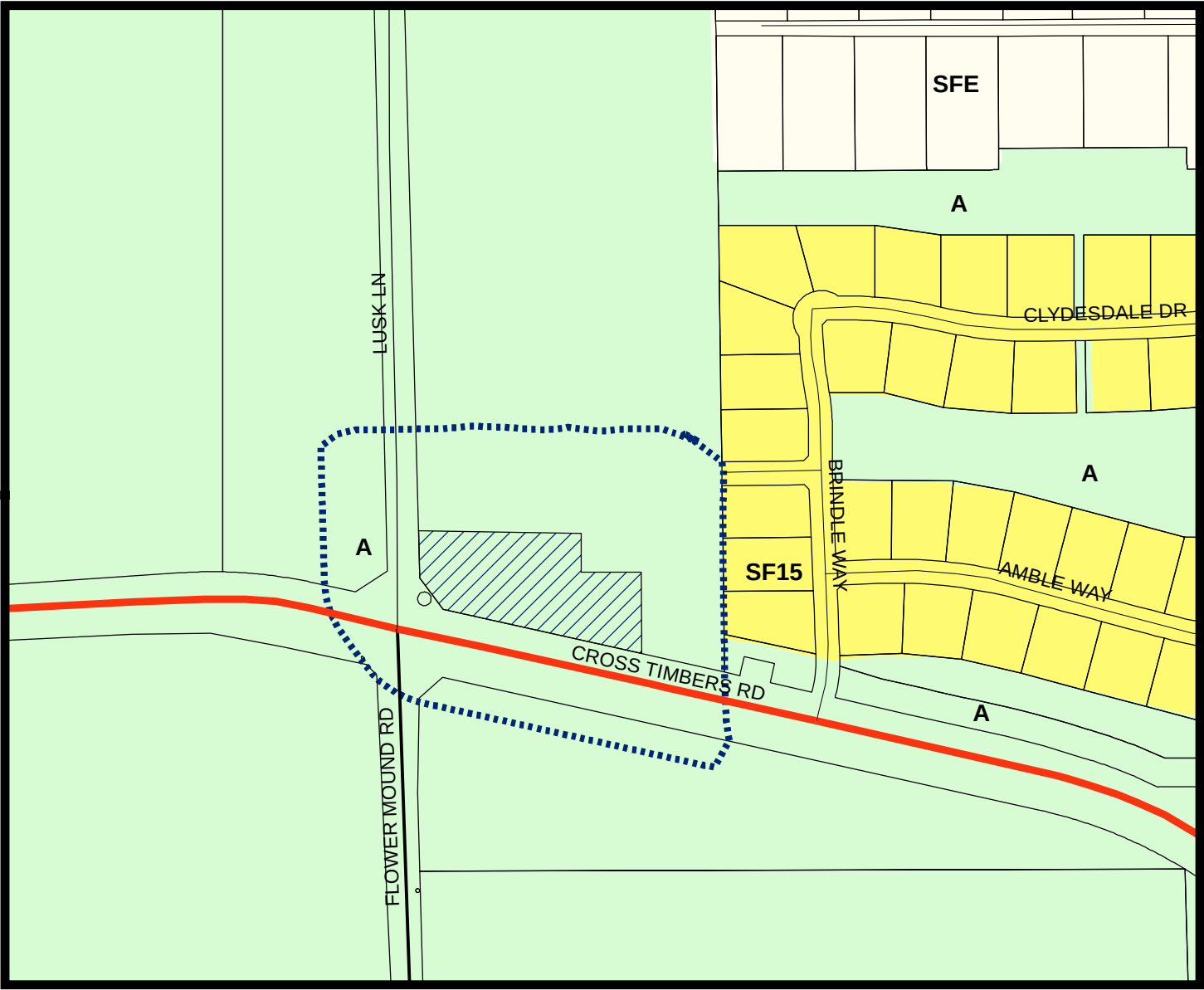
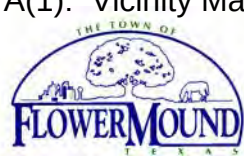
1. Master Plan Exhibit

#### **C. Correspondence**

1. Correspondence in Opposition

# Vicinity Map

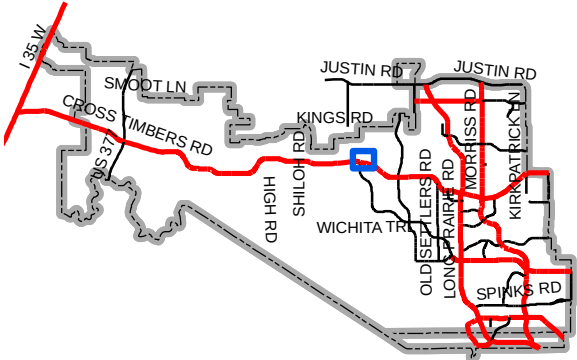
Reference Project: MPA17-0014 & ZPD17-0018



LEGEND

- Agriculture
- Single Family 15
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



March 19, 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 and CVS Pharmacy Inc., please accept this letter intent describing the application for Master Plan Amendment and Zoning Planned Development for a proposed commercial subdivision, Double Oak Addition, to be 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 the existing zoning district from Agricultural to Planned Development – 160 (PD-160) with a base zoning of Retail – 1 (R-1).

The project site encompasses 2.62 acres and is located at the northeast corner of Cross Timbers Rd. and Lusk Ln. on the property owned by Janet Balekian. 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 and her property will remain zoned Agriculture. 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 with hitching post and water trough 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 12<sup>th</sup>. 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 with 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:

|                          | Town<br>Standard | Planned Dev.<br>Standard |
|--------------------------|------------------|--------------------------|
| Compatibility<br>Buffer  | 25'              | 10'                      |
| Compatibility<br>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.

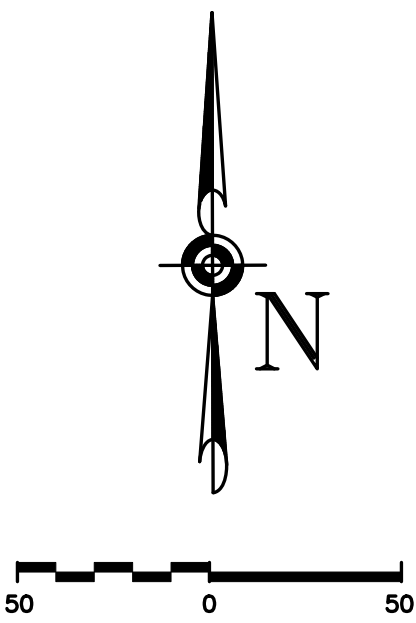
If you have any questions on this application, or need anything else please feel free to contact me at (901) 384-0404 or email [davidbarnett@carlsonconsulting.net](mailto:davidbarnett@carlsonconsulting.net).

Sincerely,

David Barnett - Carlson Consulting Engineers

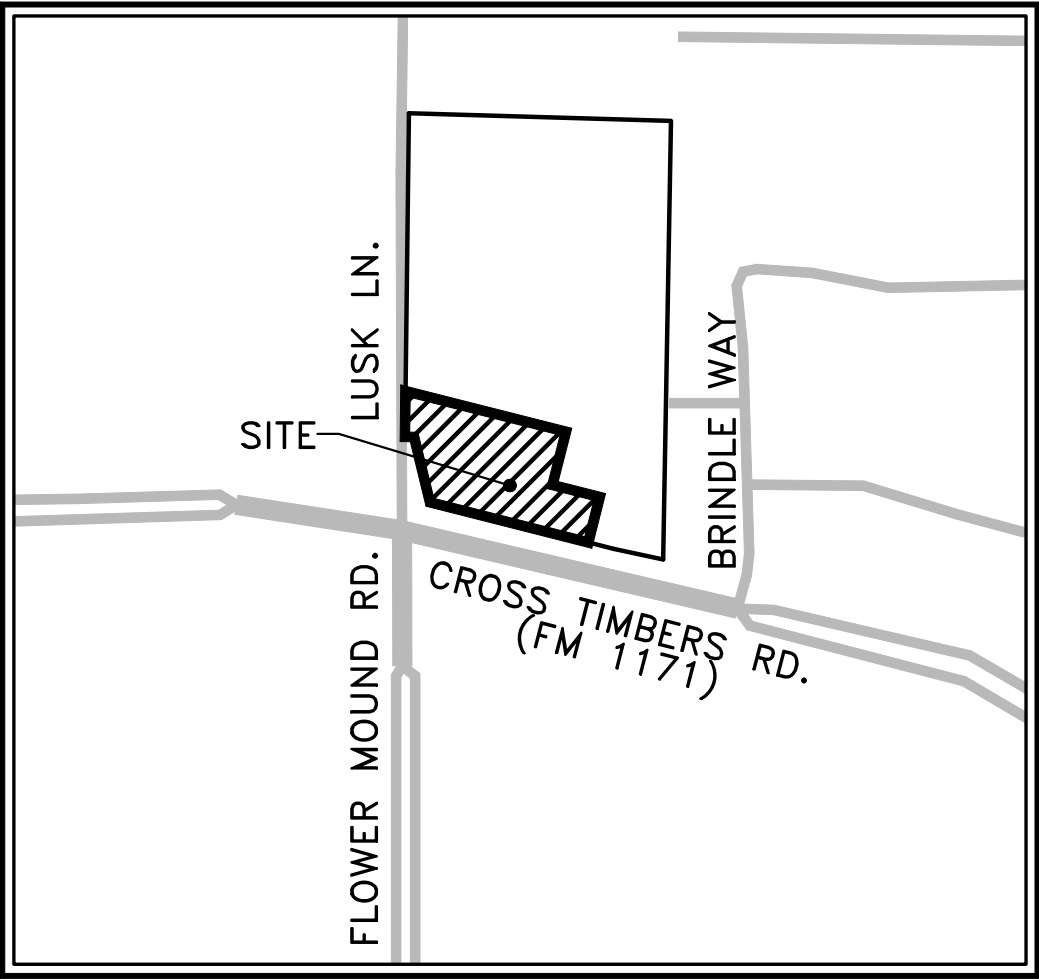


MASTER PLAN EXHIBIT



| 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),<br>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,<br>20" MAIN ON EAST SIDE OF LUSK LN.<br>EXISTING 12" MAIN EAST SIDE OF LUSK LN. HAS BEEN ABANDONED. |
| WASTEWATER PLAN      | LONG PRAIRIE SERVICE AREA. 8" MAIN ON SOUTH SIDE OF<br>HACKAMORE RD. IN SADDLEWOOD SUBDIVISION TO THE EAST                             |
| ECONOMIC IMPACT      | EXPANSION OF COMMERCIAL TAX BASE AND INCREASED SALES<br>TAX REVENUE                                                                    |

| ZONING TABLE             |                                   |                                            |
|--------------------------|-----------------------------------|--------------------------------------------|
| ZONING STANDARD          | EXISTING AGRICULTURAL<br>DISTRICT | PROPOSED PD FOR RETAIL-1<br>DISTRICT (R-1) |
| MINIMUM LOT AREA         | 2 AC OR 87,120 SF                 | N/A                                        |
| MINIMUM LOT WIDTH        | 200 FT                            | N/A                                        |
| MINIMUM FLOOR AREA       | 1,800 SF PER UNIT                 | N/A                                        |
| MINIMUM FRONT YARD       | 40 FT                             | NO MINIMUM                                 |
| MINIMUM SIDE YARD        | 25 FT                             | NO MINIMUM                                 |
| MINIMUM REAR YARD        | 20 FT                             | 15 FT                                      |
| MAXIMUM LOT COVERAGE     | 25%                               | 50%                                        |
| MAXIMUM BLDG. HEIGHT     | 3 STORIES OR 35 FT                | 3 STORIES OR 35 FT                         |
| MAXIMUM FLOOR AREA RATIO | NO MAXIMUM                        | NO MAXIMUM                                 |



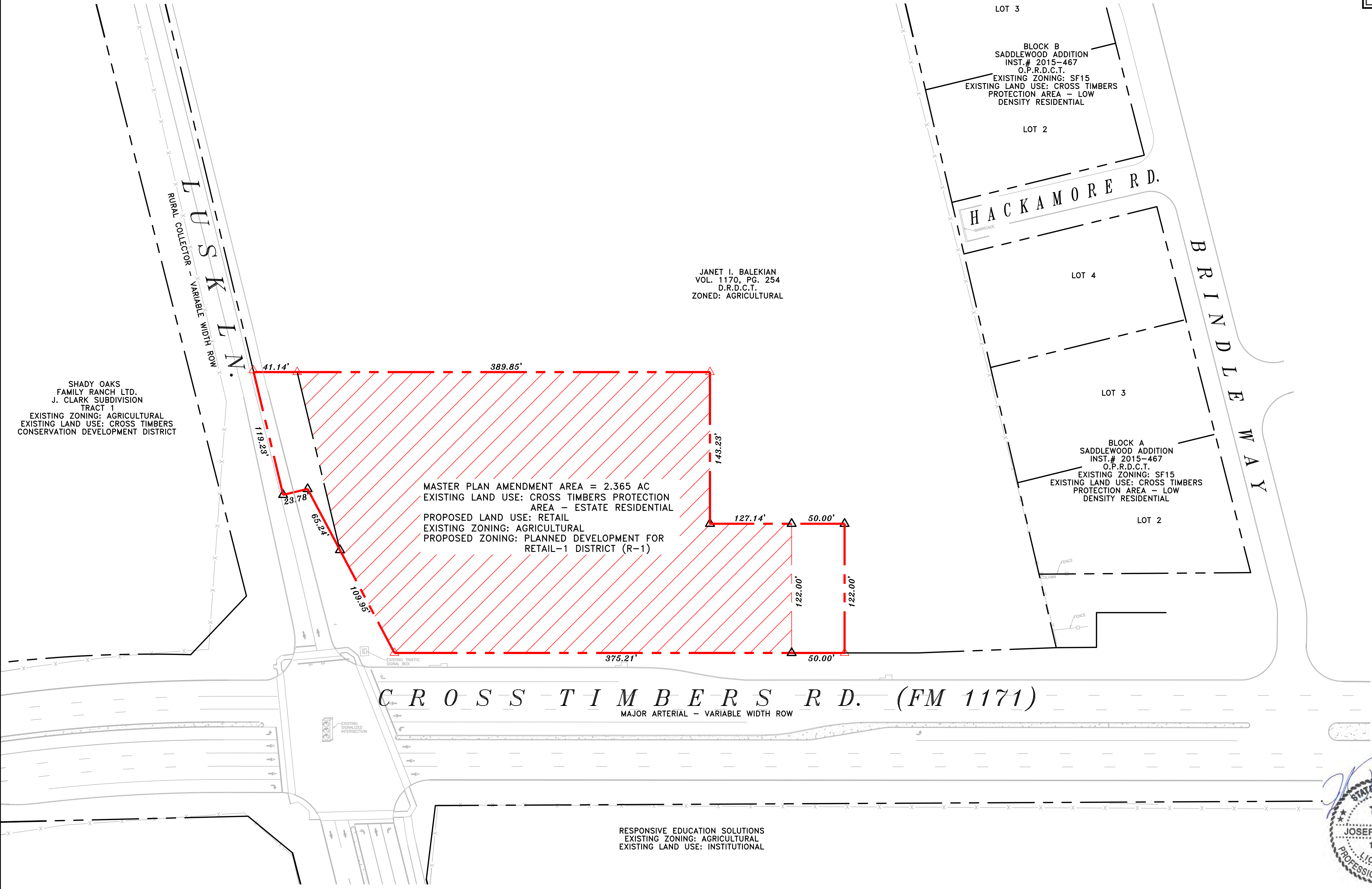
VICINITY MAP

LEGEND

- PROPOSED PROPERTY LINE
- △ PROPOSED PROPERTY CORNER
- ▨ LIMITS OF MASTER PLAN AMENDMENT

METES & BOUNDS DESCRIPTION:

SURVEYED DESCRIPTION: WRITTEN TO DESCRIBE A PORTION OF THE PARENT TRACT.  
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:  
COMMENCING 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 41.14 FEET TO A SET 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" FOR THE POINT OF BEGINNING;  
2. SOUTH 77 DEGREES 25 MINUTES 54 SECONDS EAST, A DISTANCE OF 389.85 FEET TO A SET 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING";  
3. 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";  
4. 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";  
5. SOUTH 12 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 122.00 FEET TO 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET ON THE NORTH LINE OF THE TRACT DESCRIBED IN THE FINAL JUDGEMENT IN ABSENCE OF OBJECTION TO 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 II) 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 109.95 FEET TO A 1/2 INCH CAPPED REBAR STAMPED "JPH LAND SURVEYING" SET FROM WHICH A TXDOT RIGHT OF WAY IRON ROD WITH ALUMINUM CAP (TYPE II) FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF THE DENTON COUNTY TRACT BEARS NORTH 15 DEGREES 19 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.24 FEET;  
THENCE NORTH 00 DEGREES 55 MINUTES 48 SECONDS WEST, THROUGH THE INTERIOR OF BALEKIAN TRACT, A DISTANCE OF 172.83 FEET TO THE POINT OF BEGINNING AND ENCLOSING 2.365 ACRES (±103,000 SQUARE FEET) OF LAND AREA, MORE OR LESS.



OWNER:

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

APPLICANT:

BARRY KNIGHT  
WINSTEAD PC  
500 WINSTEAD BUILDING  
2728 N. HARWOOD ST.  
DALLAS, TX

ARCHITECT:

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

**NORR**  
ARCHITECTS ENGINEERS PLANNERS

ENGINEER:

**CARLSON CONSULTING ENGINEERS, INC.**  
7068 Ledgestone Commons  
Bartlett, TN 38133  
Phone (601) 384-0404  
Suite G-50  
BIRMINGHAM, AL 36242  
PH. (205) 408-3443

DEVELOPER:

**ORANGE DEVELOPMENT**  
1200 CORPORATE DRIVE  
SUITE G-50  
BIRMINGHAM, AL 36242  
PH. (205) 408-3443





**From:** Andrea Rockwood  
**Date:** December 20, 2017 at 7:55:24 PM CST  
**To:** [Towncouncil@flower-mound.com](mailto:Towncouncil@flower-mound.com)  
**Subject:** Proposed CVS at the corner of Lusk and 1171

Dear Town Council,

As a Flower Mound resident who lives within two miles of 2 CVS Pharmacies, a Walgreens, and the Pumpkin Patch, I feel like putting in another CVS Pharmacy is over kill. We have a lot of pharmacies located in Flower Mound including those in Tom Thumb and Kroger. My family has enjoyed going to the Pumpkin Patch every year. Even as the kids are getting older, it is something we like to do and have fond memories of. I do not like the thought of the Pumpkin Patch being turned into yet another Pharmacy. We have more pharmacies in Flower Mound than we have Starbucks. We chose Flower Mound over Frisco yet I feel with the amount of traffic and chain stores we are becoming just like Frisco. We moved to Flower Mound from Lewisville and there used to be a distinct shift when you got into Flower Mound with more trees, more open spaces, etc, now however the shift is becoming less and less. Another pharmacy is not vital to the survival of Flower Mound and its residents.

Thank you for your time.

Andrea Rockwood  
Flower Mound Resident

-----Original Message-----

From: Bradford Simmons

Sent: Friday, January 5, 2018 5:35 PM

To: planning <planning@flower-mound.com>

Cc: Town Council <towncouncil@flower-mound.com>

Subject: MPA17-0014. Pumpkin Patch CVS

I am a citizen of Flower Mound for 8 years and live in Bridlewood. I strongly oppose the proposed plan to change a portion or all of the "Pumpkin Patch" to commercial. First of all we don't need another pharmacy anywhere near that vicinity as there are two less than a mile away. Second there are nice houses going in next door in the new Saddlewood development. These homes are a nice addition to the Town. If they want to change it to something change it to residential and let Saddlewood go all the way to Lusk. Actually there is a street that dead ends at the Pumpkin patch that could be extended into the Pumpkin patch lot to continue the neighborhood.

As we build out Flower Mound the surrounding areas need to be considered. Any retail on that corner is a detriment to Flower Mound because it just doesn't fit. Please place my opposition on the Record.

Bradford Simmons

5008 Balmoral Ln

Flower Mound, TX 75028

Brad Simmons

Sent from my iPad

**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 2.48 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 2.48 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 March 26, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 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 2.48 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 2.48 acres of the project area depicted on Exhibit "B,"

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:**

\_\_\_\_\_  
Thomas E. Hayden, **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:

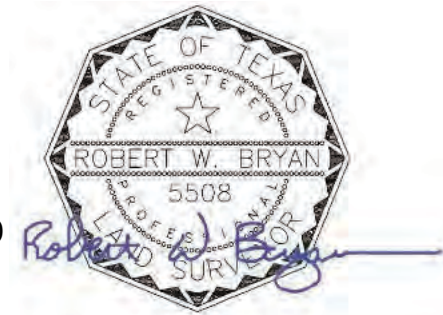
1. SOUTH 77 degrees 25 minutes 54 seconds EAST, a distance of 430.98 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
1. SOUTH 12 degrees 34 minutes 06 seconds WEST, a distance of 143.23 feet to a set 1/2-inch capped rebar stamped "JPH Land Surveying";
2. SOUTH 77 degrees 25 minutes 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](mailto:robertb@jphls.com)  
February 7, 2018  
(Revised March 26, 2018 to add Lusk Lane R.O.W.)





**From:** Richard Brown  
**Sent:** Thursday, April 5, 2018 2:02 PM  
**To:** 'Abel Bertaud'  
**Subject:** CVS on 1171

mr bertaud  
per your request, i will replace your previous with this version.



Richard E. Brown  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Q<sup>3</sup> Quality People + Quality Service = Quality of Life

**From:** Abel Bertaud  
**Sent:** Thursday, April 5, 2018 10:32 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Subject:** Re: CVS on 1171

Dear Richard,

Feel free to add this addition. The Town of Flower Mound's Mission Statement is as follows:

## Mission Statement

***The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.***

Excessive cookie cutter development like another CVS is quickly destroying the "**country atmosphere**" and is contrary to the "**dynamic environment**" aspect of the town's mission statement. This type of rapid vanilla development is creating excessive traffic jams and deteriorating the "**quality of life**" this town's residents are trying to hold on to.

The residents of West Flower Mound expect our city officials to adhere to the mission statement when considering modifications to the existing building restrictions and the future development of the town in general.

West Flower Mound residents are quickly organizing on social media to monitor present and future town developments more closely and will be voting accordingly.

Concerned Resident

---



**From:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**To:** Abel Bertaud  
**Sent:** Wednesday, April 4, 2018 5:56 PM  
**Subject:** RE: CVS on 1171

mr bertaud

thank you for your correspondence and interest in the proposed development. as the project manager for the cvs application, please note your correspondence will be included in the agenda packet materials for the april 16<sup>th</sup> town council meeting. your correspondence is considered public information and it is our policy to share any comments with the prospective developer so they can address any community concerns; do note i will redact certain personal information (phone, email) prior to the above referenced distributions.  
do not hesitate to let me know if you require anything else.



*Richard E. Brown*  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Q<sup>3</sup> Quality People + Quality Service = Quality of Life

**From:** Abel Bertaud  
**Sent:** Tuesday, March 27, 2018 3:54 PM  
**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** CVS on 1171

Dear Flower Mound Planning Director,

As a long time resident of Flower Mound (Emmel Estates) I am asking that the City of Flower Mound NOT approve the CVS request to build on 1171, next to the Pumpkin Patch..Flower Mound is quickly becoming Frisco due to overbuilding. ...Please...Limit the growth on 1171..Keep it country..Keep it Texas..

Concerned Resident..  
Abel Bertaud

From: Bkblair  
Sent: Friday, March 23, 2018 8:01 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS

I oppose the MPA and zoning change for this land.  
I am one of the closest neighbors and wasn't notified - nobody lives 200 ft away!  
I will not be able to attend the meeting but will be praying you guys see the need to keep this residential.

K Blair  
5113 Forest Hill

**From:** Lisa Stearns

**Sent:** Monday, March 26, 2018 9:56 AM

**To:** planning <planning@flower-mound.com>

**Subject:** CVS on Lusk and 1171

To the Flower Mound Planning and Zoning Board,

Please consider the impact of putting another CVS (or any other pharmacy) on the corner of 1171 and Lusk. On a quick search I counted 16 pharmacies in Flower Mound alone. Tom Thumb pharmacy and Walgreens is one mile away from the Flower Mound Pumpkin Patch. The Kroger Pharmacy is 2.5 miles away, and the other Walgreens, Walmart, Long Prairie Pharmacy, KK's Pharmacy, Flower Mound Herbal Pharmacy, and CVS is only 4 miles. There is absolutely no need to have another one that close. If another pharmacy is needed, a pharmacy may be convenient in the western portion of Flower Mound.

I would also like to ask about The Cross Timbers Protection Area. This is one of the areas where very few remnants of Cross Timbers exist. The Dallas Fort Worth area is growing at a rapid pace. I understand that Flower Mound is growing rapidly, but why have the areas that have been set aside to preserve a part of our beautiful city are constantly being considered for development and urbanization?

I appreciate your time and consideration.

Kind regards,

Lisa Stearns

**From:** Tracy Zachary  
**Sent:** Friday, March 23, 2018 8:03 AM  
**To:** Town Council <towncouncil@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** Proposed CVS at 1171

**Good Morning Mayor, Council and Planning and Zoning Members,**

**I am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community. We have lived in Lewisville/Flower Mound area for over 30 years. My family has attended the Pumpkin Patch for years and look forward to it...it would be a great shame if you took it away.**

**I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.**

**Thank you,**

**Tracy Zachary**

From: Julie T  
Sent: Friday, March 23, 2018 8:27 AM  
To: planning <planning@flower-mound.com>  
Subject: MPA17-0014 and ZPD17-0018

MPA17-0014 and ZPD17-0018

I do not support changing the zoning of this corner. We do not need a CVS or other retail with the Walmart and Tom Thumb being so close. I would be much more supportive of a restaurant where people from the surrounding neighborhoods could walk to and enjoy. A concept like MartyB's, prohibition Chicken, etc. Please distribute my thoughts to all the members of the planning and zoning committee.

Warm Regards,  
Julie Tolhurst  
2104 La Rochelle

Sent from my iPhone

From: Kym Munson  
Sent: Friday, March 23, 2018 9:07 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS s

I'd like to register my position on a CVS at the pumpkin patch location. I do not object to the home owner selling their property, that is well within their right. I do however object to any retail being directly in front of an existing house. Flower Mound has long had strong rules regarding signage, the use of particular colors and other esthetic rules. This proposal flies in the face of a town concerned with esthetics. It will look odd, will not fit in with the rest of that corner. I believe it could negatively impact the very expensive homes in that area. The change from agricultural to commercial should be denied.  
Thanks

From: Dawn Mourning  
Sent: Friday, March 23, 2018 2:40 PM  
To: planning <planning@flower-mound.com>  
Subject: Corner of Lusk and 1171

Please consider the residents off Lusk before building anything on that corner. We have only that road to get to all eastern and southern areas of the metroplex. I'm not in favor of CVS coming into our neighborhood.  
Put me down as NO

Dawn Mourning  
Double Oak resident

Sent from my iPad

From: Tracy Mollett  
Sent: Friday, March 23, 2018 3:49 AM  
To: Place3 - Kevin Bryant; Place1 - Jason Webb; Place2 - Bryan Webb; Place4 - Don McDaniel; Place5 - Claudio Forest  
Cc: Mayor - Tom Hayden; Jimmy Stathatos; Matthew Hotelling  
Subject: P&Z Agenda items Monday 3/26

Hello- I oppose all of the P&Z agenda items shown below. None will benefit Flower Mound citizens. In fact, they will harm citizens in several ways, including by adding to the already overpopulated transportation corridors we struggle with today.

Please take note of my opposition for your own records, should these items come to your voting attention in future.

Those without voting power on this distribution list, please take note for your own responsibilities and take necessary steps to ensure my opposition is known to appropriate parties.

Please also pass along my opposition to the P&Z committee members, as I do not have their email addresses and am unable to attend Monday's meeting due to personal obligations.

If there is anyone else whom I should contact, please advise me and provide contact information.

Many thanks, gentlemen.

Tracy Mollett  
817 Paisley Dr.  
Flower Mound 75028



**From:** Jessica Marick

**Sent:** Friday, March 23, 2018 4:06 PM

**To:** planning <planning@flower-mound.com>; Town Council <towncouncil@flower-mound.com>

**Subject:** Say YES to CVS!

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

With the growth happening on the other corners the decision to add a CVS makes sense. Please also realize some of us have insurance that needs to be used at a CVS. This is a fantastic option for us.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Jessica Marick

1416 Elmhurst Lane

Flower Mound, TX 75028

--

Only By Grace,

*Jessica Marick*

**From:** David Graham

**Sent:** Friday, March 23, 2018 1:53 PM

**To:** planning <planning@flower-mound.com>

**Subject:** CVS Lusk and 1171

I live in Double Oak and do not want a CVS on the corner of my nice quite neighborhood.

There is a Walgreen less than a mile away on 1171 and a CVS on the other side of Double Oak on 407 and Copper Canyon.

Why in the world do you feel there is a need for another drug store?

I bought in Double Oak years ago to get away from this, the city planning is doing a poor job.

David Graham

Double Oak, Texas

**From:** WT Goldman

**Sent:** Friday, March 23, 2018 4:16 PM

**To:** planning <planning@flower-mound.com>

**Subject:** Retail zoning on Cross Timbers and Lusk

Dear Sirs/Madames:

I am writing to voice my opposition and concern over the proposed planning and zoning committee's plan to allow retail development on the corner of Cross Timbers and Lusk Lane.

Lusk Lane is in no way able to handle the retail traffic that allowing a store front to be built would bring. To wit, even now when the seasonal business (Christmas, Halloween) is open and in full force, the traffic on Lusk backs up already.

Sincerely,

William T. Goldman

**From:** Sara Dodson

**Sent:** Friday, March 23, 2018 1:52 PM

**To:** planning <planning@flower-mound.com>

**Subject:** land use designation for CVS

I wanted to put in writing my opposition to changing the land use designation from estate residential to retail at the corner of 1171/Lusk. We do not want retail in that area. Please leave the land designation as is. I believe it would be detrimental to the area. People bought homes in that area based on the land designation. Please don't change it.

Thank you,

Sara Dodson

4200 Blue Grass Ct.

Flower Mound, TX 75028

From: Tony Cutia  
Sent: Friday, March 23, 2018 1:51 PM  
To: planning <planning@flower-mound.com>  
Subject:

To Planning and Zoning

My name is Anthony Cutia and I am a resident at 6901 Wind Swept Court, in Flower Mound, Texas. I am against the zoning change to allow the CVS Drugstore at the pumpkin patch, Lusk and 1161

Tony Cutia, P.E.

From: Laura Cutia  
Sent: Friday, March 23, 2018 1:37 PM  
To: planning <planning@flower-mound.com>  
Subject: Against the CVS

Dear Planning and Zoning,

My name is Laura Cutia and I reside at 6901 Wind Swept Court in Flower Mound. I am against the zoning change to allow the CVS drug store at the Pumpkin Patch, Lusk & 1171.

Laura Cutia

Sent from my iPhone

**From:** Guy M  
**Sent:** Monday, March 26, 2018 7:48 AM  
**To:** kristin m  
**Cc:** planning <planning@flower-mound.com>; KC Walsh ; Kathryn Wells  
**Subject:** Re: CVS 10907

P&Z Members,

Re: MPA17-0014 and ZPD17-0018 (or CVS #10907)

To add to my wife's concern of why we are opposed to additional retail being allowed of farm land of Flower Mound I would like the P&Z members to take into consideration the validity of the CVS business model itself. Amazon is currently in the process of moving into the pharmaceutical retail business arena which will be in direct competition with CVS. CVS is already seeing the Amazon effect directly impact their bottom line. If you would like additional articles on how Amazon is undercutting CVS bottom line I would be happy to send to the council. Allocating this land to CVS not only changes the landscape of Flower Mound but opens our community to the possibility of an empty building in the next 5 years if CVS were to be built on the property mentioned.

Flower Mound has a unique opportunity to separate itself from the other cookie cutter communities that surround the DFW metroplex. With the beauty of the hills (not found else where in the DFW communities), large lot sizes and the outdoor activities of Lake Grapevine (specifically Twin Coves) our community is truly in a unique position to be seen as a place to experience the beauty of nature.

Please oppose this proposition and keep Flower Mound unique!

Guy Mrnustik

On Sun, Mar 25, 2018 at 8:50 PM, kristin m wrote:

Re: MPA17-0014 and ZPD17-0018 (or CVS #10907)

We completely OPPOSE CVS or any other retail coming to the beautiful farm land of Flower Mound. Many people come to the city of Flower Mound because it offers something unique. The more we build , the more we are just another suburb with numerous housing developments, traffic and too many retail stores. Please keep our city unique to all the others and preserve the nature and beautiful grasslands.

Please distribute to all P&Z members.

Thank you  
Kristin and Guy Mrnustik  
7330 fair lake rd

Sent from my iPhone

Additional Correspondence

**From:** Rachel Dunn

**Sent:** Sunday, March 25, 2018 7:44 PM

**To:** Town Council <towncouncil@flower-mound.com>; planning <planning@flower-mound.com>

**Subject:**

Mayor, Council, and Planning & Zoning Members:

I am in support of the proposed CVS on 1171 and Lusk Ln.

Jan Balekian has done an exceptional job of providing our town with a place they can create lasting memories each October. I attend the Flower Mound Pumpkin Patch every year with my family. My nieces, nephews, and step-children have had a blast playing on the bounce houses, riding the hayrides, picking out pumpkins to carve, and taking photos with all the characters Jan hand paints each year. Visiting the pumpkin patch has not only become a tradition for us but many others from all over DFW. The Flower Mound Pumpkin Patch brings a large number of visitors to our beautiful town every October which supports other businesses in the area, as most of the visitors head further into town to grab a bite to eat after a day at the Patch. I strongly urge you to vote in favor of the proposed CVS plan which will allow Jan to continue living on her property and carry on the great tradition of the Flower Mound Pumpkin Patch that has not only brought all of us years of wonderful memories but will hopefully bring future generations the same.

Thank you in advance,

Rachel Dunn Pasion

5100 Alexander Drive

Flower Mound, TX 75028



**From:** The Favorite Spot

**Sent:** Sunday, March 25, 2018 2:38 PM

**To:** planning <planning@flower-mound.com>

**Subject:** MPA17-0014 and ZPD17-0018 (or CVS #10907)

Attachment 3: Additional Correspondence

Dear Flower Mound P&Z,

I am writing regarding the subject master plan amendment request. I am against it and I ask you to vote against it.

The Cross Timbers Conservation Development District and Cross Timbers Protected area have been encroached upon too over the years. I don't live close to it but I know some very nice folks that do. I drive through there on a regular basis - it's beautiful! If the pumpkin patch owners want to sell part of their land then more power to them. Let the new owners develop it the way they want to develop it under the current zoning laws that are in place. We should continue to preserve the Cross Timbers ecosystem and other natural systems that we have in Flower Mound. Let's not encroach on that area any more. The CTCDD and the surrounding Cross Timbers Protected area are a few of the things that makes Flower Mound special. Please vote against the master plan amendment request.

A majority of the folks that live in that area do not want retail. That is why they moved there. No retail is what they were promised. They understand that when they need to shop for retail items that they are going to have to drive a few miles. That is what they choose to do. Adding retail in that area does not help those Flower Mound residents. They do not want it.

Please distribute my comments to all P&Z members.

Thank you!

Ray Cozza

2228 Golden Arrow Drive

Flower Mound, TX

75028

From: Nicole kulas  
Sent: Sunday, March 25, 2018 10:39 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS at the corner of Lusk and Cross Timbers Road  
Importance: High

To Whom it May Concern,

My husband and I are against this change of zoning at the corner of Lusk road and Cross Timbers road. We feel that the opposite corners will already add too much additional traffic for Lusk road. Furthermore, we already have several pharmacies that are within a mile of the proposed location and a CVS at Target in Flower Mound and nearby in Lantana on Justin road. Furthermore, there additional CVS and Walgreen's stores in Flower Mound , not to mention several local pharmacies and all the grocery stores that also provide the same items. We believe that the over development of this Flower Mound intersection is not beneficial to the community.

Many people choose to live in the area because there are trees, a rural feel with many comforts. However, we are different than Frisco that has over-developed with an alarming amount of traffic. We understand that development is going to happen but we need limits, need to think about the future, and what the people of Flower Mound truly want and the City Council needs to represent the majority of whats best for all. A better location for a CVS would be closer to Canyon Falls neighbor-hood ; maybe at the intersection of 377 and Cross Timbers Road- this would better support the numerous homes in that area. Those that live in the Wellington and Bridlewood areas have all we need.

Please note that we are concerned citizens and don't take this expansion lightly. Please take into consideration the thoughts of many who live in the local area.

Sincerely,

Flower Mound, TX

75028

From: Amy  
Sent: Sunday, March 25, 2018 2:38 PM  
To: planning <planning@flower-mound.com>  
Subject: MPA17-0014 and ZPD17-0018 (or CVS #10907)

Please distribute my comment to all P&Z members.

Please vote NO in regards to MPA17-0014 and ZPD17-0018 (or CVS #10907) as this is residential and needs to be kept as intended.

I would prefer my name and email be removed from any official documentation.

Thanks,

Amy Lasseigne

From: Rachelle Loconte  
Sent: Sunday, March 25, 2018 2:13 PM Page 94 of 319  
To: planning <planning@flower-mound.com>  
Cc: Katy Grote  
Subject: CVS

Attachment 3: Additional Correspondence

Please do not allow CVS to build on Lusk/1171. It is not in the town's master plan and no need for another pharmacy to be built. Building a CVS will lead to a strip mall and ruin the essence of a relaxed neighborhood. No need for more commerce, we'er being bombarded with it! Unless the town is trying to be a city!! The traffic in that area will increase due the the charter school that will be opening in the Fall, along with the upcoming building of St. Philips.

Please vote against another pharmacy/strip mall to be built, which will make our neighborhoods look trashy!

Regards,

Rachelle Loconte

**From:** Latin Girl  
**Sent:** Sunday, March 25, 2018 9:24 AM  
**To:** Town Council <towncouncil@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** Pumpkin Patch zoning project

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Alice Hill

1531 S Hwy 121

Lewisville Tx 75067

From: Lori Wilkins  
Sent: Monday, March 26, 2018 8:11 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS

I am opposed to the master plan amendment allowing the development of the CVS at Lusk and Cross Timbers Thank you

**From:** Deborah Fitzpatrick

**Sent:** Monday, March 26, 2018 11:46 AM

**To:** planning <planning@flower-mound.com>

**Subject:** Re: Request for CVS on 1171 (Pumpkin Patch)

As a 20 year resident of Flower Mound, I moved to this town because of the beautiful rural scenery, the trails, the Master Plan and the (at the time) very deliberate controlled growth and zoning that was unique in the DFW area. Recognizing that we are growing and things must change, I understand the difficult position that your commission often finds itself. I have read the letter that the owner, Jan, has written about her challenging circumstances. And I understand every land owners right to sell their property. But I do not think that their right supersedes those of a whole town when it comes to changing the zoning or the "feel" of a community. These are changes that we will all live with for the rest of our lives, and to make accommodations for a single individual while the rest of the town suffers the consequences seems to me, in the bigger picture, grossly unfair. Our town, west of 2499, is the last vestige of what Flower Mound was and could remain with the right kind of building, set backs, and allegiance to the Master Plan. Even visitors are disheartened to see how our town has changed with neon signs, overbuilding of high density homes, crowding of nail salons, donut shops and restaurants that can't stay in business because of too much competition. I implore you all to consider the future of town, and to get off of this very slippery slope we have been on. You have to the chance to make Flower Mound special, and not another Plano, Frisco or Lewisville. Allow us to have a unique and special personality that we can all be proud of, you can leave as your legacy. Please do not approved this request for a CVS on this property.

Best,

Deborah Fitzpatrick

2908 Raven Cir

Flower Mound

**From:** Kathleen  
**Sent:** Monday, March 26, 2018 11:53 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** MPA17-0014 and ZPD17-0018 (or CVS #10907)

To P&Z:

For distribution to all P&Z members.

**Please DENY the requests for Rezoning (ZPD 17-0018) and the Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907).**

If retail is allowed on farmland, there will be increased traffic and congestion, and we can say good-bye to the rural feel of our unique town. The “camel’s nose” will now be in the tent, and it won’t be long before the rest of the “animal” (retail development) pushes its way in and takes over more and more of the natural areas that we residents treasure.

Thank you.

Kathleen

Kathleen L. Hawkins  
3209 Lakewood Lane  
Flower Mound, TX 75022



**From:** kcwalsch

**Sent:** Monday, March 26, 2018 1:45 PM

**To:** planning <planning@flower-mound.com>

**Subject:** Opposition to CVS 10907 / MPA 17-0014 & ZPD 17-0018

Dear Planning & Zoning Commission,

I am opposed to the CVS proposal at Lusk & Cross Timbers and ask you to please deny both the rezoning and MPA requests.

Development within the CTPA 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.

A CVS located at this corner does not accomplish any kind of preservation or adherence to the land designation, in fact it does the opposite.

I appreciate your service to the Town,

KC Walsh

3525 High Rd FM TX 75022

**From:** Robert Rose

**Sent:** Tuesday, March 27, 2018 5:06 PM

**To:** planning <planning@flower-mound.com>

**Subject:** REZONING REQUEST and a MASTER PLAN AMENDMENT request: MPA17-0014 – CVS Pharmacy #10907

Hello. I am writing regarding the possible zoning and Master Plan changes listed below:

REZONING REQUEST and a MASTER PLAN AMENDMENT request: Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907)

I would like to express my opposition to these changes. I would like that section of land to stay as rural as possible, and certainly not become retail. In general, I feel that Flower Mound already has way too much retail, and development to date has negated many of the reasons that I relocated here 10 years ago.

Please share my views with the appropriate Town personnel, officials, and boards.

Thank you very much.

Respectfully,

Robert E. Rose

3408 Lauren Way

Flower Mound

From: Pamela Williams  
Sent: Tuesday, March 27, 2018 5:23 AM  
To: Town Council <towncouncil@flower-mound.com>; planning <planning@flower-mound.com>  
Subject: Proposed CVS vote

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Pamela Williams

Sent: Tuesday, March 27, 2018 12:37 PM  
To: planning <planning@flower-mound.com>  
Subject: Cvs

To the FM board,  
I am a registered voter & resident of flower mound. I would NOT like to see a cvs go up at the corner of Lusk & 1171. Please don't open up more areas for strip malls. Our flower mound has too much traffic & shopping areas already! Thank you

Dipa Mair

From: Rene Brady  
Sent: Friday, March 30, 2018 12:12 PM  
To: TownSecretary  
Subject: I do not support the rezoning of 1171 and Lusk.

**From:** Laurie Appelbaum  
**Sent:** Tuesday, April 3, 2018 8:47 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Re-zoning at 1171 and Lusk

Please do not change the zoning on the land located at the corner of 1171 and Lusk to Retail. I am opposed to the construction of a CVS store or other business on that corner.

There are already many CVS stores as well as Walgreen drugstores to choose from! The commercial building is getting out of control and we need to slow it down.

Thank you!

Laurie Appelbaum

From: Kevin Robbins  
Sent: Friday, March 30, 2018 6:37 PM  
To: TownSecretary  
Subject: Re zoning

I am not in favor of the re-zoning to Retail at 1171 and Lusk. I am a homeowner, in Bridlewood, who lives just off of Lusk. I'm concerned about the excess traffic that a CVS or any other business would bring on that corner.

Kevin Robbins

**From:** Ciara Berry  
**Sent:** Monday, April 2, 2018 10:58 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Opposition to MPA17-0014 – CVS Pharmacy #10907

Town Council,

My family and I urge you to vote NO to the Master Plan Amendment and Rezoning Request on the property located at Lusk and Cross Timbers. A CVS on that corner provides NO benefits to the members of this town or the residents in close proximity. A pharmacy there is just ridiculous and unnecessary and detrimental to the overall appeal of Flower Mound.

Ciara and William Berry  
3357 Rolling Hills  
Flower Mound, TX 75022



From: Sara Pellegreen  
Sent: Saturday, March 31, 2018 1:13 PM  
To: TownSecretary  
Subject: Zoning

To Whom It May Concern:

I am writing in response to the building occurring at 1171 and Lusk. I am not in favor of this land being retail. Enough is enough! I do not wish yet another CVS or other retail business in this area. We truly have enough and do not need this.

Sincerely,

Sara Pellegreen

Sent: Friday, March 30, 2018 8:42 AM  
To: TownSecretary  
Subject: Rezoning corner of Lusk @ 1171

I do not support the re-zoning of the land on the corner of 1171 and Lusk to retail and I am opposed to the construction of a CVS store or other business on that corner. The open space feel of Flower Mound is quickly disappearing. Let's finish leasing the new (and old) retail spaces that sit empty before we add new ones to the mix. Within a 1.7 mile radius of my home, I have two other options for CVS, as well as a Walgreens and two grocery store Pharmacies. Businesses cannot thrive when we continue to eat away at the customer base.

Thank you,  
Janice Walsh

From: Dawn Robbins  
Sent: Friday, March 30, 2018 3:43 PM  
To: TownSecretary  
Subject: Opposition to Zoning Request

To whom it concerns,

I'm writing to make known I do not support the re-zoning of the land on the corner of FM 1171 and Lusk to Retail and I am, furthermore, opposed to the construction of a CVS store or other business on that corner. My home is directly impacted by the traffic problems that will inevitably result from more commercial construction on that corner.

With appreciation,  
Dawn Robbins  
4917 Joshua Drive,  
Flower Mound

**From:** Brent Elkins  
**Sent:** Wednesday, April 4, 2018 10:49 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** FW: P&Z - CVS 1171/Lusk Lane

I **OPPOSE** the request change for a CVS addition at the corner or 1171/Lusk Lane in FM. We do not need/and or want it. Please vote **NO** and conserve the beauty of our Town.

Kind regards,

Julee Elkins

7404 Palomino Circle

Flower Mound, TX. 75022

**From:** Lori Segura  
**Sent:** Thursday, April 5, 2018 10:40 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** CVS at Lusk and 1171

Dear Sirs:

I am opposed to a CVS being built at Lusk and 1171.

Certainly we have too many pharmacies close by!  
One at 1171 and Bruton Orand  
and one at 3040 and 377

If it needs to be developed please could we get something we don't already have?

I am opposed to CVS

Lori Segura  
1171 Immel Rd  
Flower Mound

From: Julie Johnson  
Sent: Friday, April 6, 2018 8:48 AM  
To: planning <planning@flower-mound.com>  
Subject: Development off Lusk Lane

I am strongly opposed to the proposed CVS at Lusk Lane. The rural atmosphere of the area needs to be preserved. We have another drugstore plus a grocery that carries a drugstore less than a mile away. Must we pollute the beauty of Flower Mound with still more cement and another box business, when it is clearly not needed by the area residents?

Regards,

Julie Johnson

**From:** Lori Segura  
**Sent:** Thursday, April 5, 2018 10:40 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** CVS at Lusk and 1171

Dear Sirs:

I am opposed to a CVS being built at Lusk and 1171.

Certainly we have too many pharmacies close by!  
One at 1171 and Bruton Orand  
and one at 3040 and 377

If it needs to be developed please could we get something we don't already have?

I am opposed to CVS

Lori Segura  
1171 Immel Rd  
Flower Mound

**From:** Carolyn Costanza  
**Sent:** Monday, April 9, 2018 2:04 PM  
**To:** Richard Brown <richard.brown@flower-mound.com>  
**Subject:** Proposed CVS rezoning request on 1179 near Lusk Lane

hi, I just wanted to bring up some things about this proposed zoning change that I object to.

1. I live in Saddlewood which is right by the proposed CVS location and this commercial building just does not belong next to a new residential area
2. The traffic coming and going into CVS would be a mess as it would impact traffic turning into Lusk or even going straight out 1171.
3. Saddlewood was developed with the agriculture zoning in place and the Pumpkin Patch and Christmas Tree lot was known but seasonal so I can live with that.
4. I love seeing the horses and animals so have no problem with the agriculture designation but definitely do not approve of it changing to commercial.
5. I think this change would impact the Saddlewood residential development as I can't imagine anyone wanting to build a nice home, like the rest of Saddlewood, and be backed up against a CVS business.

Hopefully you will take my concerns to heart and vote against this zoning change. I will try to make it to the Council meeting on Apr 16.

Thank you,

Carolyn Costanza

4500 Saddlewood Drive

Flower Mound, TX 75028



Dear sir/ma'am,

As a resident of Flower Mound, I am ***against*** the proposed change in zoning for the corner of Lusk and FM 1171 from agricultural/estate residential to retail.

Thank you very much,

Nat Pope

4720 Amble Way

Flower Mound

**From:** Ma, Yu-luen

**Sent:** Tuesday, April 10, 2018 5:46 PM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** Voting against re-zoning

Hi, I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail. Thank you.

**From:** Laura L Thompson  
**Sent:** Tuesday, April 10, 2018 5:37 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Againgest CVS

To whom it may concern,I am against the development of a CVS or any other business on the corner of Lusk Ln.and 1171, and opposed to the re- zoning of this land from Agricultural/Estate Residential to retail.Texas is getting to commercialized. The wide open spaces are slowly disappearing, they need to limit land so we don't get overpopulated. Lets leave room for nature. Texas is know for wide open spaces.

Laura L Thompson  
4509 Pacer Way  
Flower Mound Texas 75028

**From:** Lorraine Schneider  
**Sent:** Tuesday, April 10, 2018 4:13 PM  
**To:** TownSecretary <townsecretary@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** I am against the development of a CVS or any other business on the corner of Lusk and 1171

Town council and who it may concern,

I know the town of Flower Mound is growing, however it is somehow losing its "country charm". I strongly oppose the development of a CVS (we already have one on Long Prairie / Morris) or any business on the corner of Lusk and 1171, along with the re-zoning of this land from Agricultural/Estate Residential to retail. Enough is enough, please.

Thank you for listening,

Mrs. Lorraine Schneider  
4509 Pacer Way  
Flower Mound, Texas 75028

Attachment 3: Additional Correspondence

**From:** Kevin Stoner

**Sent:** Tuesday, April 10, 2018 2:15 PM

**To:** planning <planning@flower-mound.com>

**Subject:** Stop CVS--and the re-zoning of the property on the corner of Lusk Ln and 1171 in Flower Mound

To Whom It May Concern,

I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail.

Thank You,

Kevin Stoner

**From:** Blake Anderson

**Sent:** Tuesday, April 10, 2018 3:02 PM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** Rezoning/CVS

I am utterly and completely opposed to development of a CVS or any other business on the corner of Lusk and 1171. This plot of land is one of the traditions in Flower Mound and the development of retail in this section of land is nothing but a degradation of the customs of the people of the Town of Flower Mound. I am surprised to think that this has even been brought up as an idea, and all of Flower Mound would agree to keep this part of the town how it is.

Blake Anderson

**From:** Lisa Perry

**Sent:** Tuesday, April 10, 2018 11:40 AM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** DENY rezoning at corner of Lusk/1171

Dear Flower Mound Town Council/Planning and Zoning,

My name is Elizabeth Perry, and I live in Flower Mound off of Lusk Road. I am writing to you to express my view on the possible rezoing of the corner of Lusk and 1171. When I moved here approximately 8 years ago, this parcel of land was zoned agricultural/Estate Residential. I purchased my home where I did for many reasons, but being close to this intersection and knowing that it was NOT zoned retail was one of them. I used to live in Plano, and moved from there because it was too built up. That was what attracted us to Flower Mound. Not as built up in retail, etc.... and lots of open countryside and ranches.

Please do NOT rezone this corner on Lusk and 1171 to retail now or ever!

Sincerely,

A concerned homeowner in Flower Mound

Elizabeth Perry

5013 Glenshire Drive

Flower Mound, TX 75028

**From:** Brent Blankenship  
**Sent:** Saturday, April 7, 2018 3:00 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** no CVS and irresponsible development

Please do not approve the CVS at the pumpkin patch.

Its Land Designation is the CTPA: 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.

 **Brent Blankenship**



From: Mark Ruckman  
Sent: Tuesday, April 10, 2018 10:13 AM  
To: planning; TownSecretary  
Subject: CVS

Hi, this AM I found the attached letter in my mailbox from an unknown person or corporation fighting CVS.

First this was illegally placed in every mailbox and I bet USPS would love to speak with the organizers.

Second, I have met the landowner of the proposed parcel, he took me & my son on a tour of his land because my son enjoys watching his cattle. He should have every right to sell his land. Where was the outrage when the CAC or Church bought land on the other corners of this intersection?

Third, the organizers of this campaign have not expressed their motives and that makes this highly suspect.

In the interest of full transparency I am a citizen of Flower Mound who also happens to get 100% of my income from consulting for CVS at their corporate office on private label products. Please continue to do the right thing and don't let hidden agendas win.

Mark Ruckman

## STOP CVS

and the re-zoning of the property on the corner of Lusk Ln. and 1171 in Flower Mound

*can I help?*

**Send an email:** By Sunday April 15, send an email to [planning@flower-mound.com](mailto:planning@flower-mound.com) and to [townsecretary@flower-mound.com](mailto:townsecretary@flower-mound.com) stating "I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail".

**Join Us In Person:** Attend the Flower Mound Town Council meeting on Monday, April 16th 6:00 PM at 2121 Cross Timbers Road, Flower Mound, to express your concern and/or vote "no" in person. Check the town website at [flower-mound.com](http://flower-mound.com) for updates or changes.

*Please send an email even if you plan on attending the meeting.*

Thank you for your support. Your vote matters.



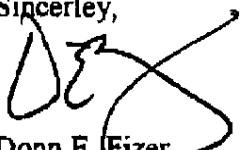
April 13, 2018

Tommy Dalton, AICP  
Assistant Town Manager  
Town of Flower Mound, TX

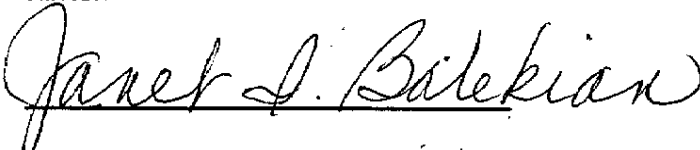
Mr. Dalton,

On behalf of Janet I. Balekian and LB Flower Mound, LLC, we would request to enter into a Development Agreement with the Town of Flower Mound, TX to ensure that the 22.067 acres (see attached exhibit) that makes up the balance of the property after the CVS property of 2.481 acres is subdivided, will conform with the Master Plan designation of Estate Residential. The undersigned property owners will not seek a Master Plan Amendment from the Town while they own the property. Following the Planning and Zoning meeting on March 26<sup>th</sup>, we wanted to eliminate any confusion regarding the future use of the balance of the property because it was voiced by a number of people at the meeting they were concerned about the use going forward.

Sincerley,

  
Donn E. Fizer  
Executive Vice President  
Orange Development, LLC

Attest:

  
Janet I. Balekian  
Property Owner

---

Brett Landes  
LB Flower Mound, LLC  
Managing Member

1200 Corporate Drive Suite G-50      Birmingham, AL 35242      T (205)408-3443      F (205)408-1850



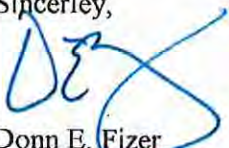
April 13, 2018

Tommy Dalton, AICP  
Assistant Town Manager  
Town of Flower Mound, TX

Mr. Dalton,

On behalf of Janet I. Balekian and LB Flower Mound, LLC, we would request to enter into a Development Agreement with the Town of Flower Mound, TX to ensure that the 22.067 acres (see attached exhibit) that makes up the balance of the property after the CVS property of 2.481 acres is subdivided, will conform with the Master Plan designation of Estate Residential. The undersigned property owners will not seek a Master Plan Amendment from the Town while they own the property. Following the Planning and Zoning meeting on March 26<sup>th</sup>, we wanted to eliminate any confusion regarding the future use of the balance of the property because it was voiced by a number of people at the meeting they were concerned about the use going forward.

Sincerley,



Donn E. Fizer  
Executive Vice President  
Orange Development, LLC

Attest:

---

**Janet I. Balekian**  
**Property Owner**



**Brett Landes**  
**LB Flower Mound, LLC**  
**Managing Member**



## **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**

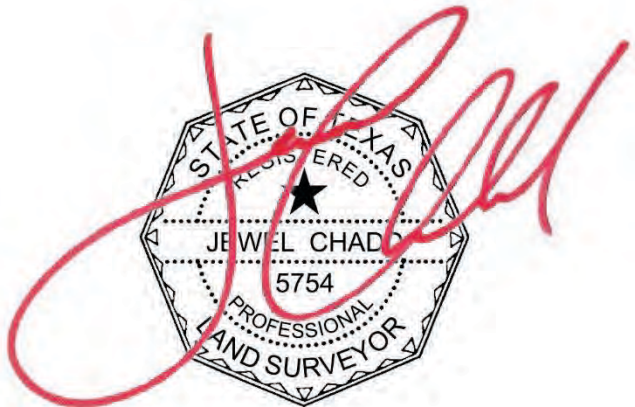
680 County Road 207  
Ovalo, Texas 79541  
(325)672-7420  
Firm #10193867



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



# PROPERTY EXHIBIT



JANET I. BALEKIAN &  
LB FLOWER MOUND, LLC  
22.067 AC  
ESTATE RESIDENTIAL

LOT 5

LOT 4

LOT 3

BLOCK B  
SADDLEWOOD ADDITION  
INST. # 2015-467  
O.P.D.C.T.  
EXISTING ZONING: SF15  
EXISTING LAND USE: CROSS TIMBERS  
PROTECTION AREA - LOW  
DENSITY RESIDENTIAL

LOT 2

HACKAMORE RD.

LOT 4

LOT 3

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

LOT 2

BRINDLE WAY

SHADY OAKS  
FAMILY RANCH LTD.  
J. CLARK SUBDIVISION  
TRACT 1  
EXISTING ZONING: AGRICULTURAL  
EXISTING LAND USE: CROSS TIMBERS  
CONSERVATION DEVELOPMENT DISTRICT

LUSK LN.  
EXISTING COLLECTION - VARIABLE WIDTH ROW

41.13'  
389.85'  
118.23'  
23.75'  
62.44'  
108.85'  
74.33'  
77.14'  
50.00'  
122.00'  
122.00'  
50.00'  
375.21'

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

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

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



## TOWN COUNCIL AGENDA ITEM NO. 19

### REGULAR ITEM

---

**DATE:** April 16, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for rezoning (ZPD17-0018 – CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail 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. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its March 26, 2018, meeting.)***

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence received by the Planning Services Division after the posting of the March 26 P&Z agenda packet and before submission for the April 16 Town Council agenda packet is included as Attachment 3.

There was lengthy discussion at the P&Z public hearing, during which several concerns were raised by Commissioners and members of the public about potential impacts of a change from residential to retail zoning at the location.

During the staff presentation, the acreage associated with the request was clarified. The total acreage is approximately 2.48 acres in lieu of the previously stated 2.362 acres. The difference (.12 acres) will be utilized for the Lusk Lane right-of-way dedication, and as such, is part of the land area requested for this zoning change.

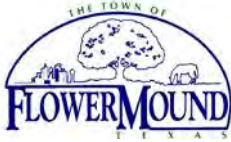
#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

**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 a request for rezoning (ZPD17-0018 – CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail uses, with certain modifications and exceptions to the Code of Ordinances, and adopt an ordinance providing for said amendment.





## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 9

---

**DATE:** March 26, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for rezoning (ZPD17-0018 – CVS Pharmacy #10907) from Agricultural District (A) to Planned Development District No. 160 (PD-160) with Retail 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, as well as unresolved items, which necessitate special consideration by the Commission (see Application Analysis below).

The project has a companion application, Master Plan Amendment (MPA17-0014), for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 2.362 acres out of a 2.62 acre parcel (.26 acres to be dedicated as right-of-way) in order to develop the property with a drug store and pharmacy with a drive-thru window with the proposed Master Plan designation of Retail.

The existing Agricultural District zoning does not permit retail and commercial uses. Additionally, the site is currently master-planned as Estate Residential use 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, one specimen Blackjack Oak (33.3 caliper inches) has been identified 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.

The request site represents a portion of an existing parcel (approximately 15 acres) that is partially developed with a single family dwelling along with various accessory structures that is situated north of this applicant's northern parcel line. The balance of the 15 acres wraps this request site and fronts on Cross Timbers Road, west of Brindle Way. The eastern portion has been utilized for operation of the Pumpkin Patch and Christmas tree sales lot for many years. 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. Lastly, scattered low density residential uses are developed north of the site (north of the above referenced 15 acres) to Forest Hill Drive.

The proposed 14,612-square-foot retail structure will provide one point of ingress/egress along the east line of Lusk Lane and one point 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 above referenced single family dwelling (existing access to this residential dwelling will be removed to provide for the proposed development) and will serve future development of the remaining undeveloped land area to the north and east.

The 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. Six protected trees outside of the buildable area will be retained as well [see Conceptual Landscape Plan, Attachment B(1)].

### III. REQUESTED MODIFICATIONS

As a component of the request, the applicant is requesting one modification (number of stories) to one of the minimum and maximum dimensional regulations for the Retail District-1 (R-1):

| TOWN STANDARD                    | REQUIRED IN R-1 DISTRICT | PROPOSED R-1 (PD-160) |
|----------------------------------|--------------------------|-----------------------|
| MINIMUM LOT AREA                 | NO MINIMUM               | NO MINIMUM            |
| MINIMUM LOT WIDTH                | NO MINIMUM               | NO MINIMUM            |
| MINIMUM FLOOR AREA/DWELLING UNIT | NO MINIMUM               | NO MINIMUM            |
| MINIMUM FRONT YARD               | NO MINIMUM               | NO MINIMUM            |
| MINIMUM SIDE YARD                | NO MINIMUM               | NO MINIMUM            |
| MINIMUM REAR YARD                | 15 FEET                  | 15 FEET               |

|                        |                   |                   |
|------------------------|-------------------|-------------------|
| MAXIMUM LOT COVERAGE   | 50 PERCENT        | 50 PERCENT        |
| FLOOR AREA RATIO       | NO MAXIMUM        | NO MAXIMUM        |
| MAXIMUM STORIES/HEIGHT | 2 STORIES/35 FEET | 3 STORIES/35 FEET |

A. Exception to Section 82-302 Compatibility Buffer

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. The request site's northern and eastern boundary are zoned Agricultural District, which is 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

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

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.

The proposed building incorporates 14,612 square feet of floor area. The site abuts a residential use to the north. The undeveloped property to the east is zoned Agricultural District which is considered a residential district.

#### **IV. UNRESOLVED ITEMS**

This application was submitted to the Town on November 20, 2017. During this time, there has been a significant amount of effort expended by Town staff and the applicant's development team to ensure the application complies with all relevant components of the Master Plan as well as possessing sensitivity of the development's impact on the residential development and residential zoning abutting the site's northern and eastern property lines, respectively.

As this report has addressed all aspects of the applicant's development vision, there do remain various items where staff retains some concern as to a favorable outcome not being established.

##### **1. Hours of Operation for the drive-thru window.**

The proposed drive-thru window for the pharmacy is located at the northeast corner of the building. With respect to the above referenced residential adjacency, staff requested the landscape buffer along the northern property line be augmented with a stand of trees (in front of the six-foot-tall masonry wall) to help absorb the projection of headlights staged in the drive-thru lane. Additionally, the noise emanating from the speaker could affect any future residential in close proximity to this part of the building.

As the Town code provides for restrictions on noise and light pollution, which the applicant will comply with, they are not accepting of restricting hours for the drive-thru.

##### **2. Compatibility Buffer and Compatibility Setback.**

As noted in Attachment B(2), the applicant's proposed development standards provide for certain permitted and specific uses allowed in the Retail-1 District, along with the ability to construct a maximum of three stories.

As submitted, the requested exception to both of these provisions would apply to all uses, regardless of the number of stories (see above for additional required setback when the building exceeds one story).

With respect to residential adjacency, staff asked the applicant to consider limiting both of these to only the proposed pharmacy. At this time, they have indicated a desire to have the requested exceptions apply to all uses addressed in Attachment B(2).

**V. 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 zoning change requests. At the time this report was written, staff had received two correspondence in opposition to the request.

**VI. 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

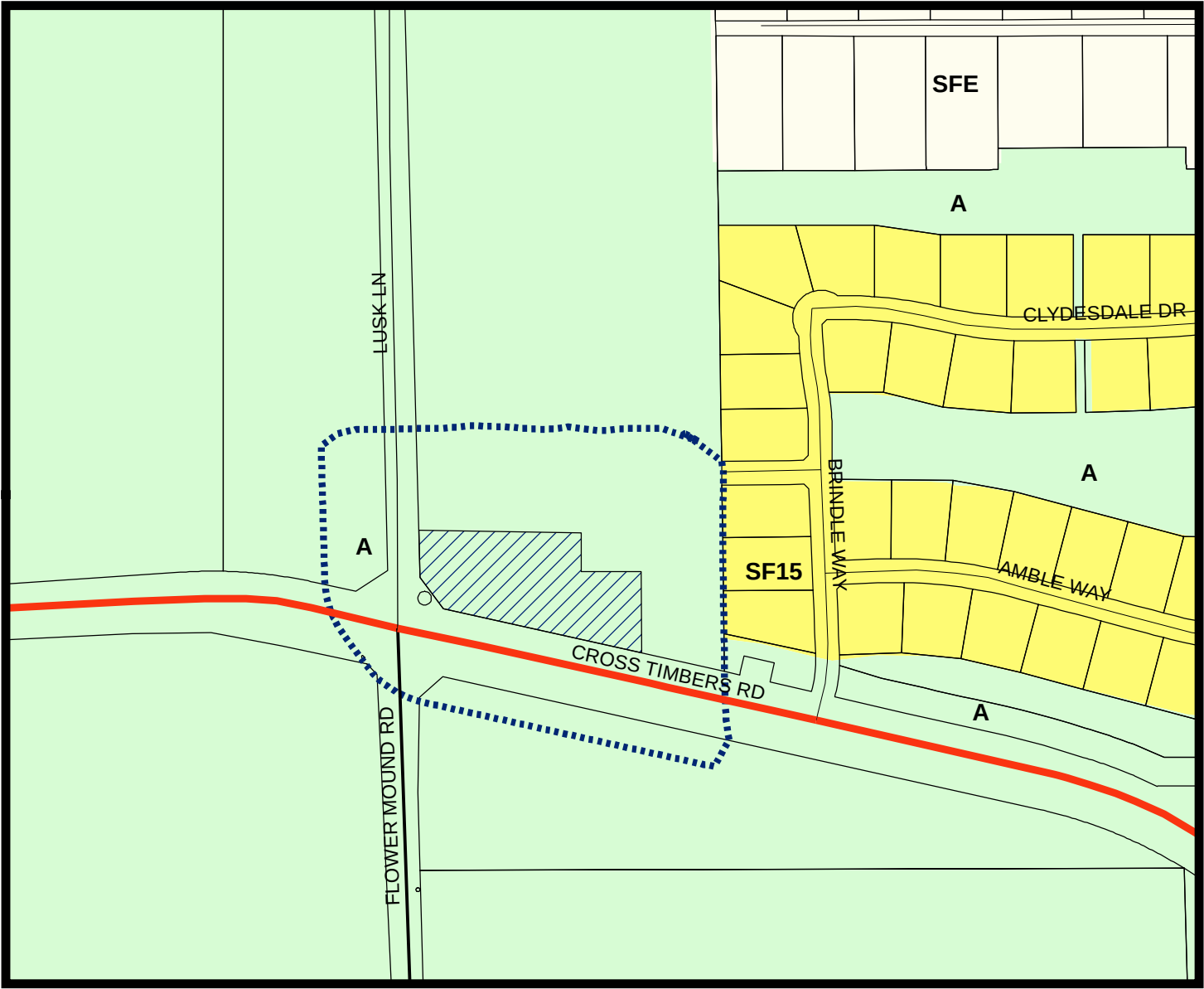
**C. Correspondence**

1. Correspondence in Opposition



# Vicinity Map

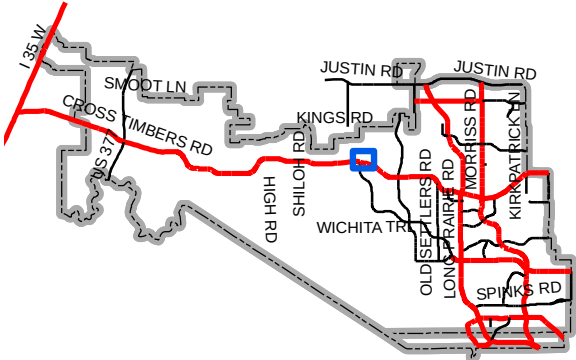
Reference Project: MPA17-0014 & ZPD17-0018



LEGEND

- Agriculture
- Single Family 15
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



March 19, 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 and CVS Pharmacy Inc., please accept this letter intent describing the application for Master Plan Amendment and Zoning Planned Development for a proposed commercial subdivision, Double Oak Addition, to be 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 the existing zoning district from Agricultural to Planned Development – 160 (PD-160) with a base zoning of Retail – 1 (R-1).

The project site encompasses 2.62 acres and is located at the northeast corner of Cross Timbers Rd. and Lusk Ln. on the property owned by Janet Balekian. 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 and her property will remain zoned Agriculture. 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 with hitching post and water trough 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 12<sup>th</sup>. 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 with 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:

|                          | Town<br>Standard | Planned Dev.<br>Standard |
|--------------------------|------------------|--------------------------|
| Compatibility<br>Buffer  | 25'              | 10'                      |
| Compatibility<br>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.

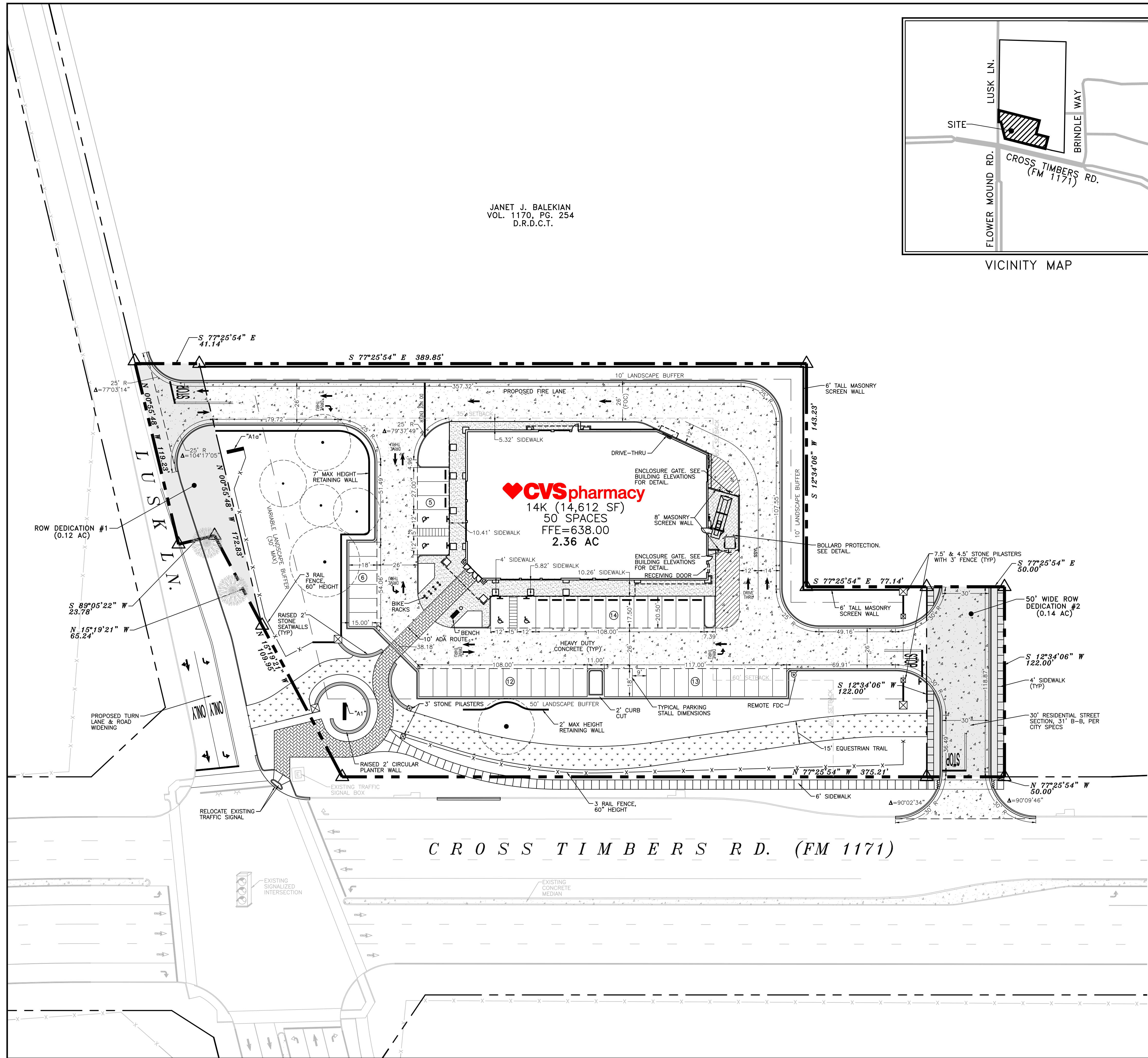
To accommodate future access to the remaining Balekian tract 0.14 acres of ROW, 50' wide, will be dedicated by subdivision plat. The plat will be submitted to the Town of Flower Mound for review following completion of the current MPA and ZPD proposals. A 30' residential street section, 31' B-B, will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

Sincerely,

David Barnett - Carlson Consulting Engineers





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

STORE NUMBER: 10907

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

PROJECT TYPE: NEW STORE  
DEAL TYPE: FEE FOR SERVICE

CS PROJECT NUMBER: 101484

ARCHITECT OF RECORD:

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

**NORR**  
ARCHITECTS ENGINEERS PLANNERS

CONSULTANT:

**CARLSON CONSULTING ENGINEERS, INC.**  
7068 Ledgestone Commons  
Bartlett, TN 38133  
Phone (901) 384-0404  
Fax (901) 384-0710

DEVELOPER:

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

SEAL:



REVISIONS:

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: NOVEMBER 20, 2017

JOB NUMBER: N/A

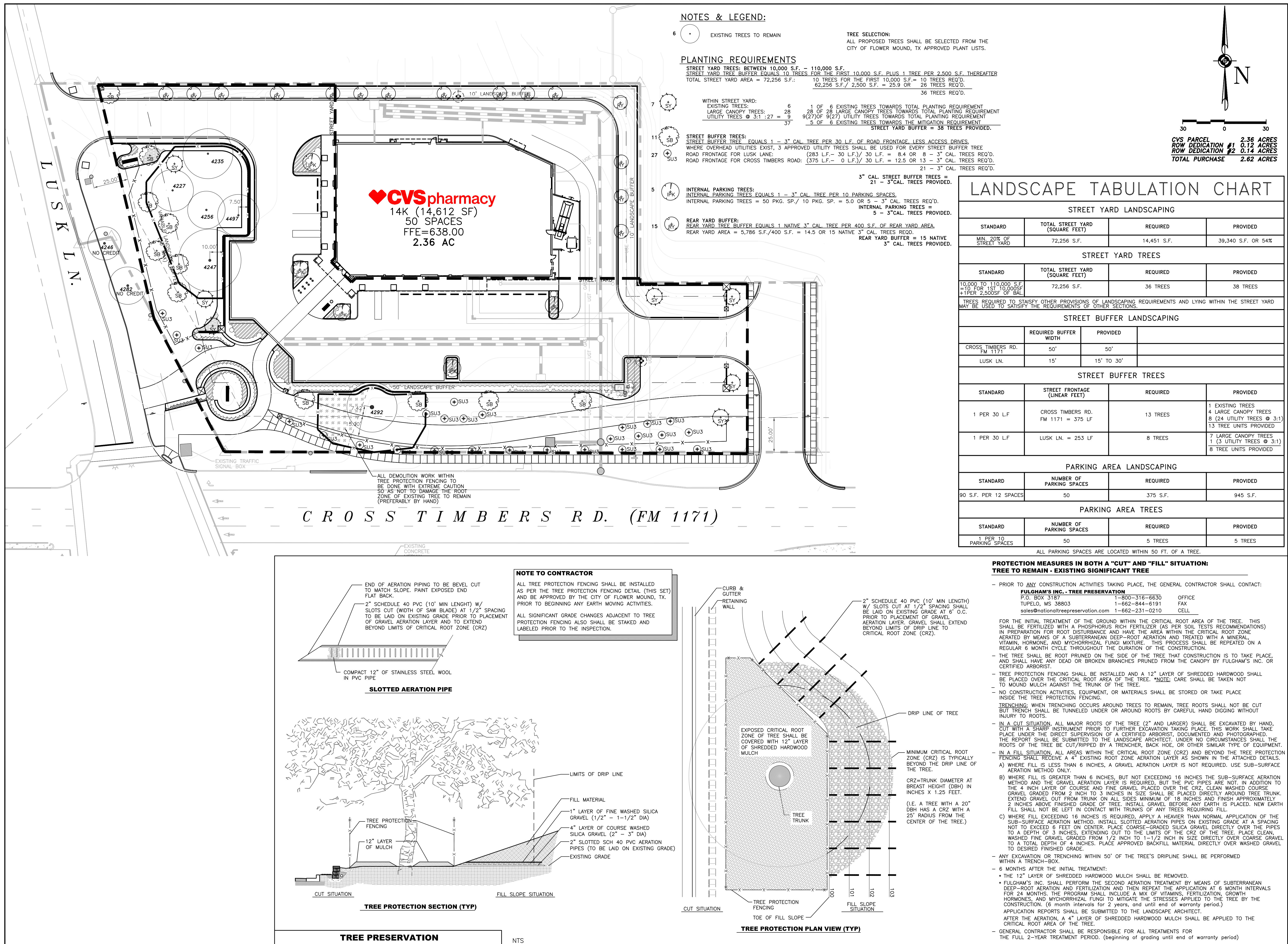
TITLE: **CONCEPTUAL SITE PLAN**

SHEET NUMBER:

4 OF 7

COMMENTS:  
NOT RELEASED FOR CONSTRUCTION

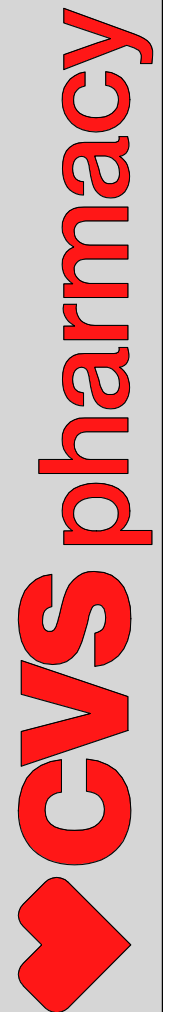




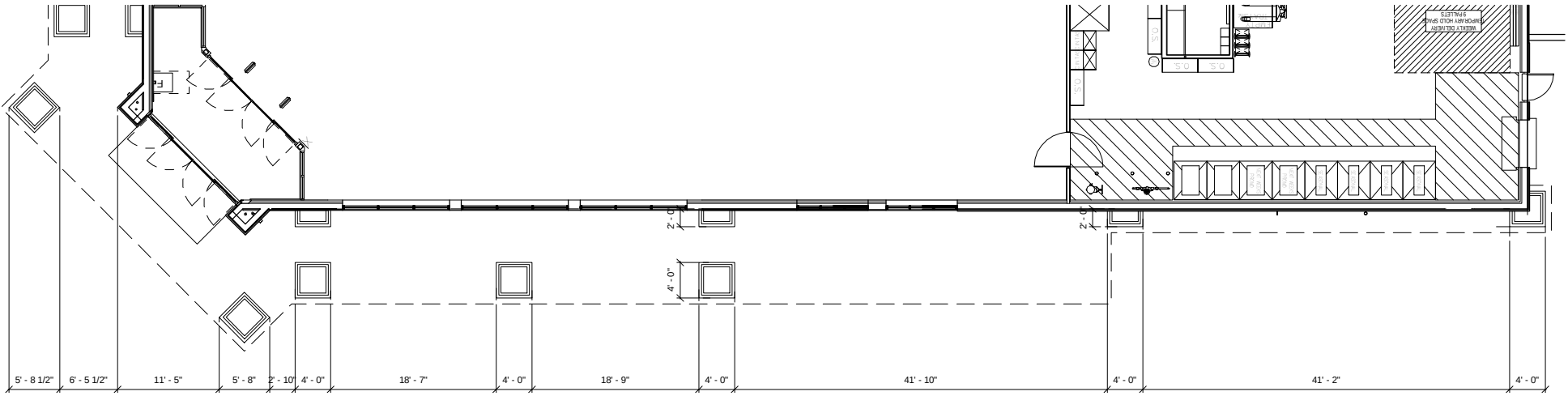
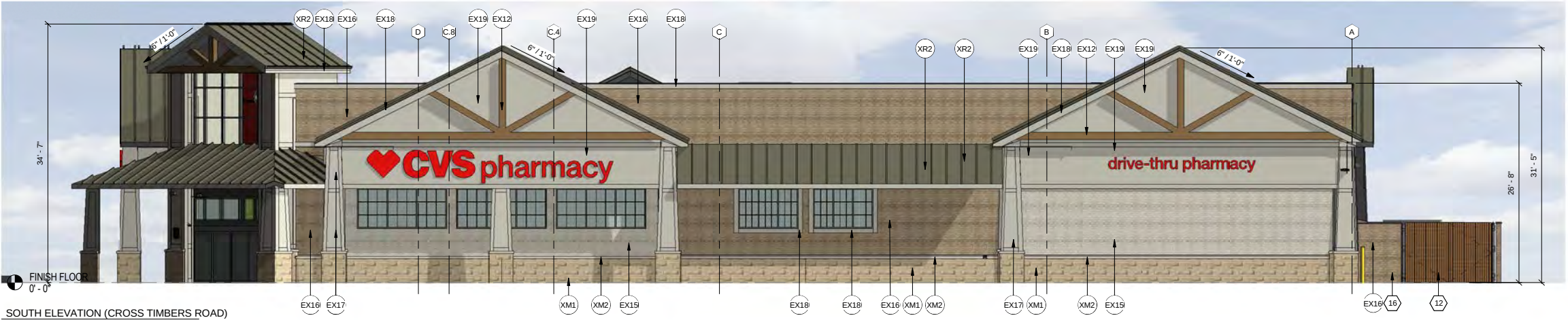


| EXTERIOR MATERIAL SCHEDULE |                           |                                                                |
|----------------------------|---------------------------|----------------------------------------------------------------|
| Material Mark              | Material Manufacturer     | 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                 | 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     | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

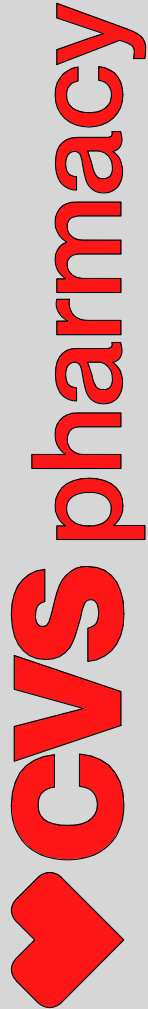
ALL WINDOW MULLIONS TO BE EX5



| 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                 | STONE CAP TO MATCH XM2                                         |
| EX15                          | OLDCASTLE / ECHELON LIGHT | SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)      |
| EX16                          | OLDCASTLE / ECHELON DARK  | DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)        |
| EX17                          | JAMES HARDIE              | HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH              |
| EX18                          | JAMES HARDIE              | HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH               |
| EX19                          | STO                       | 10613                                                          |
| EX20                          | BENJAMIN MOORE            | SANDY HOOK GRAY - HC-108                                       |
| XC3                           | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: BONE WHITE                  |
| XC4                           | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: TO MATCH WINDY CITY CSP-150 |
| XM1                           | ARRISCRAFT                | FULL BED STONE, COLOR: LAURIER - CANYON BUFF                   |
| XM2                           | CONCRETE PRECAST SILL     | STANDARD PRECAST SILL                                          |
| XP10                          | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                          | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                           | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |
| ALL WINDOW MULLIONS TO BE EX5 |                           |                                                                |

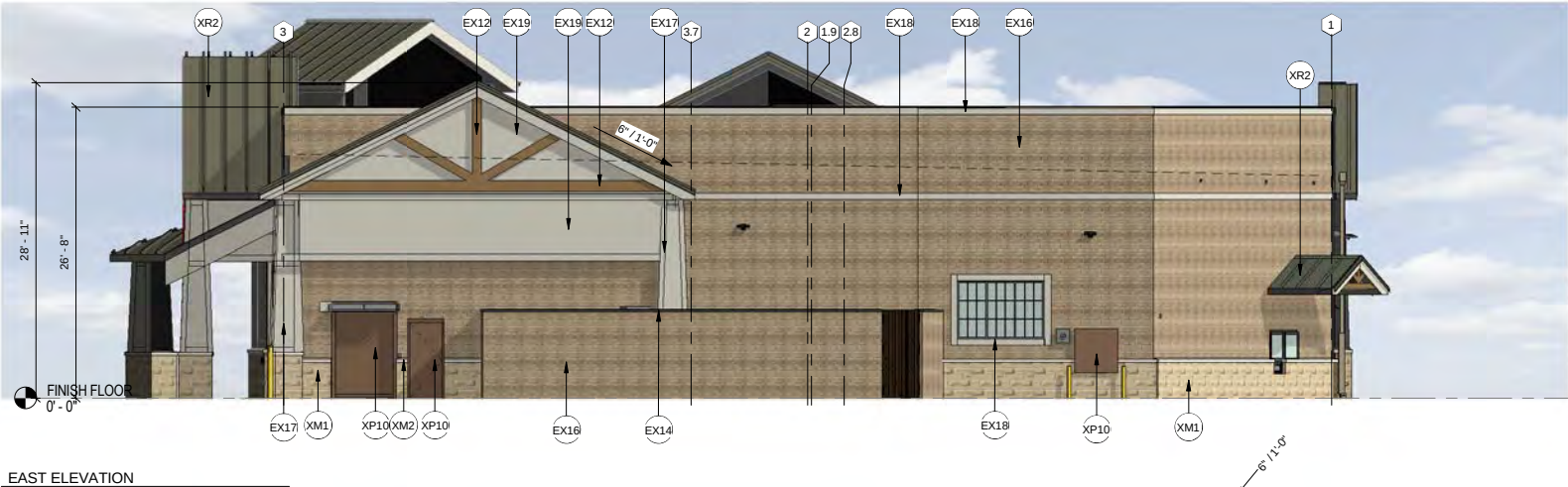


CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

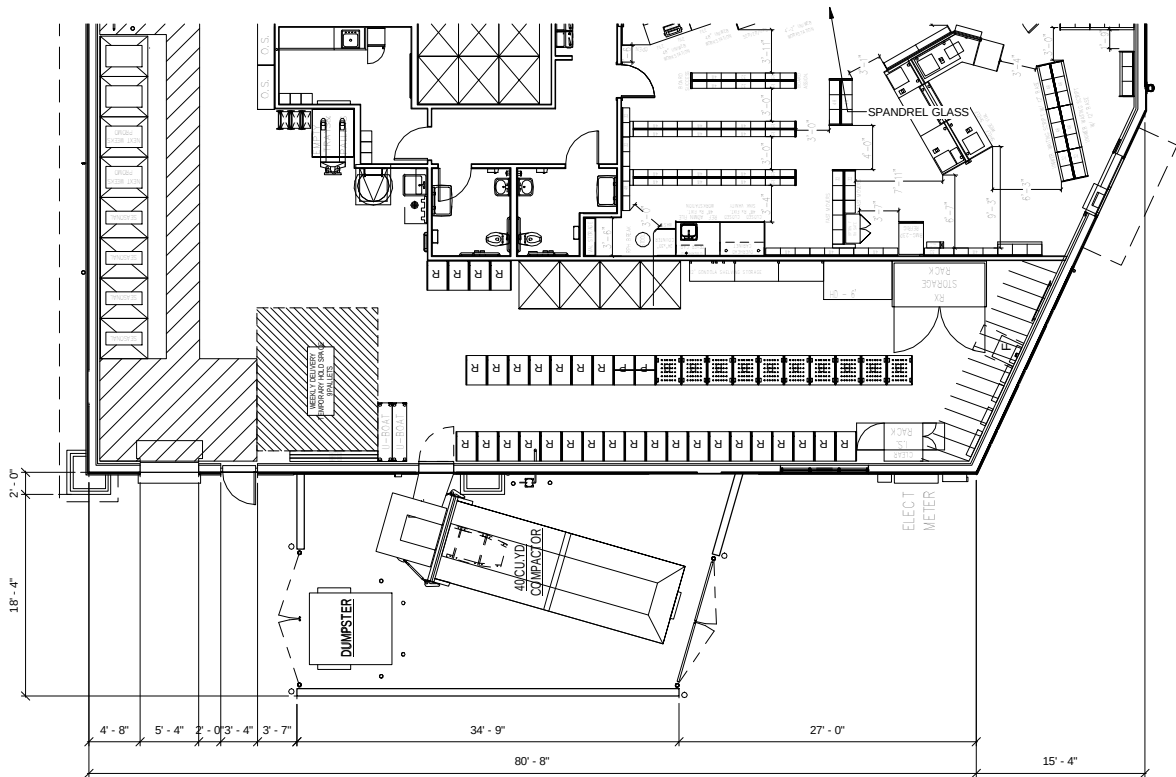


| EXTERIOR MATERIAL SCHEDULE |                           |                                                                |
|----------------------------|---------------------------|----------------------------------------------------------------|
| Material Mark              | Material Manufacturer     | 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                 | STONE CAP TO MATCH XM2                                         |
| EX15                       | OLDCASTLE / ECHELON LIGHT | SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)      |
| EX16                       | OLDCASTLE / ECHELON DARK  | DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)        |
| EX17                       | JAMES HARDIE              | HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH              |
| EX18                       | JAMES HARDIE              | HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH               |
| EX19                       | STO                       | 10613                                                          |
| EX20                       | BENJAMIN MOORE            | SANDY HOOK GRAY - HC-108                                       |
| XC3                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: BONE WHITE                  |
| XC4                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: TO MATCH WINDY CITY CSP-150 |
| XM1                        | ARRISCRAFT                | FULL BED STONE, COLOR: LAURIER - CANYON BUFF                   |
| XM2                        | CONCRETE PRECAST SILL     | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

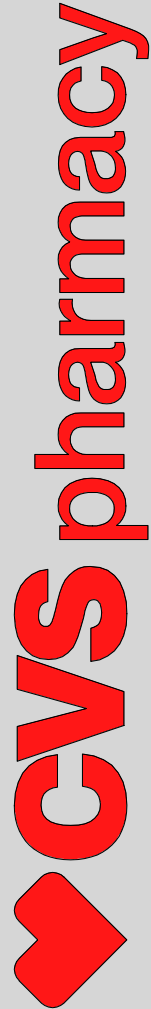
ALL WINDOW MULLIONS TO BE EX5



EAST ELEVATION



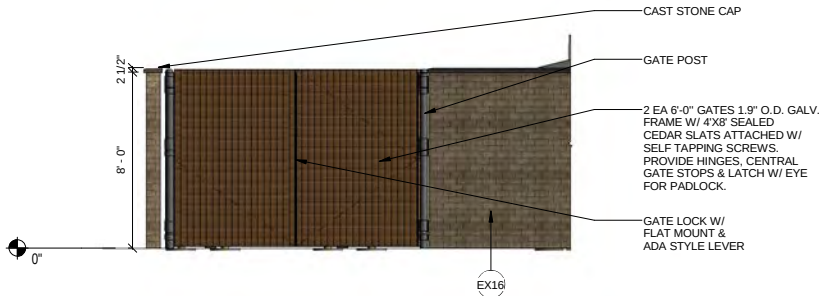
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX







DUMPSTER ENCLOSURE EAST ELEV.

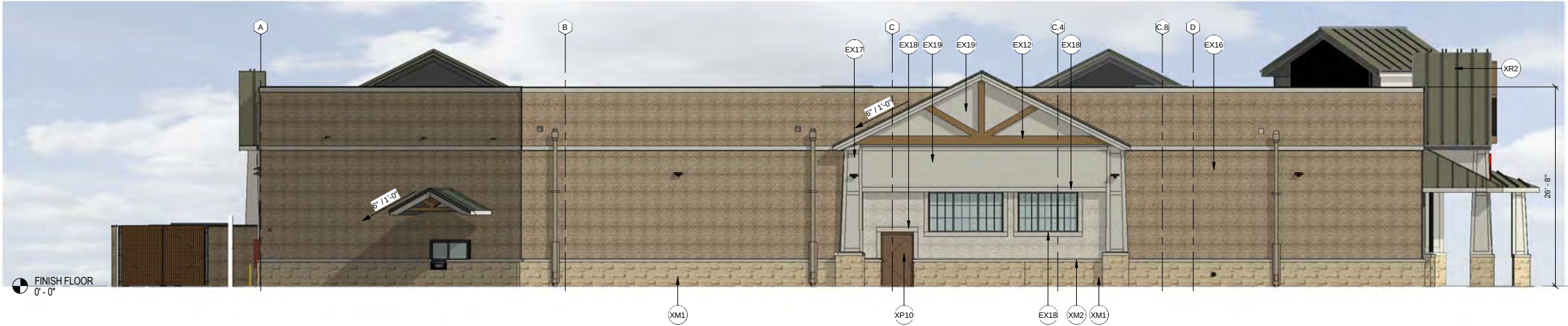


DUMPSTER ENCLOSURE NORTH ELEV.

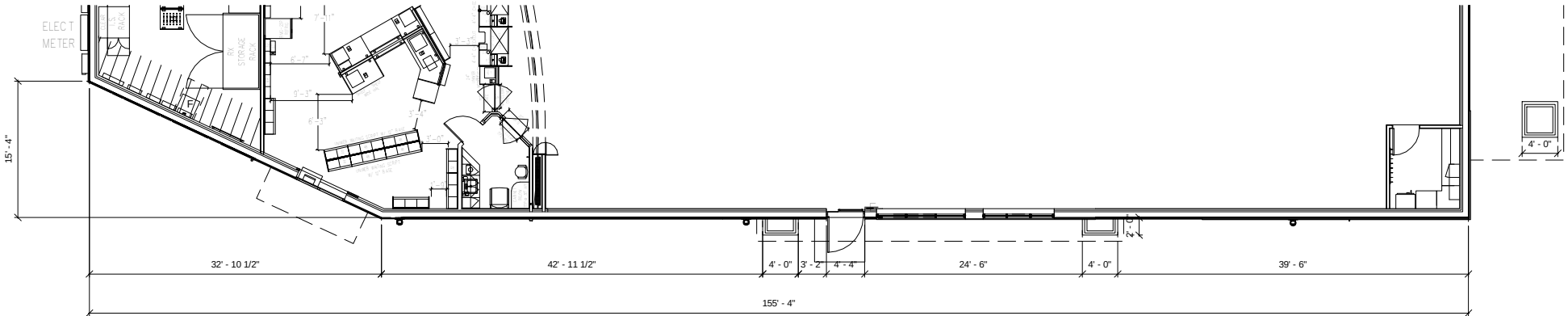
| EXTERIOR MATERIAL SCHEDULE |                           |                                                                |
|----------------------------|---------------------------|----------------------------------------------------------------|
| Material Mark              | Material Manufacturer     | 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                 | STONE CAP TO MATCH XM2                                         |
| EX15                       | OLDCASTLE / ECHELON LIGHT | SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)      |
| EX16                       | OLDCASTLE / ECHELON DARK  | DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)        |
| EX17                       | JAMES HARDIE              | HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH              |
| EX18                       | JAMES HARDIE              | HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH               |
| EX19                       | STO                       | 10613                                                          |
| EX20                       | BENJAMIN MOORE            | SANDY HOOK GRAY - HC-108                                       |
| XC3                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: BONE WHITE                  |
| XC4                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: TO MATCH WINDY CITY CSP-150 |
| XM1                        | ARRISCRAFT                | FULL BED STONE, COLOR: LAURIER - CANYON BUFF                   |
| XM2                        | CONCRETE                  | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

ALL WINDOW MULLIONS TO BE EX5

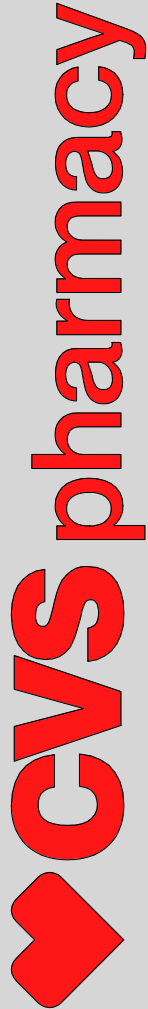
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



NORTH ELEVATION



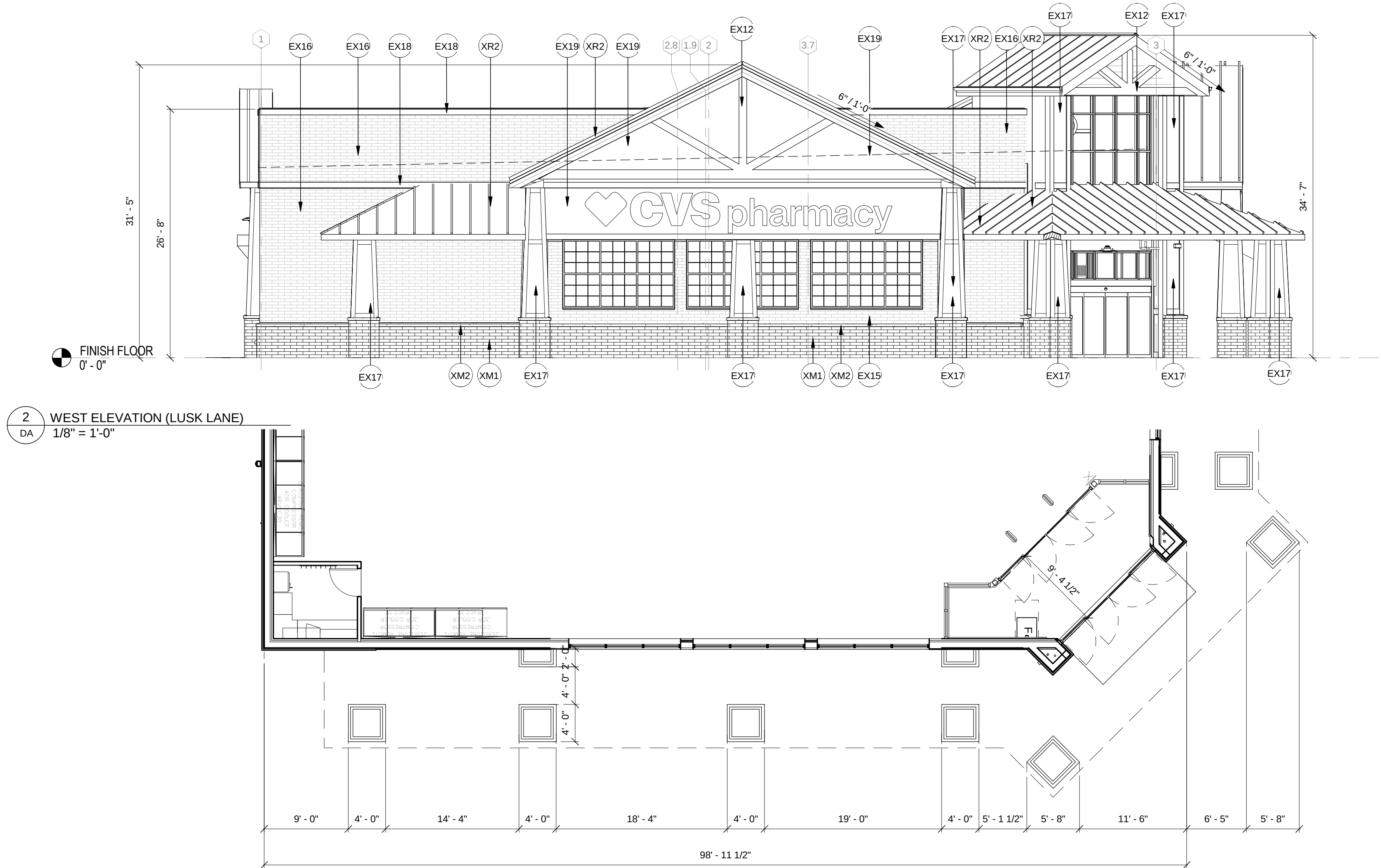
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX



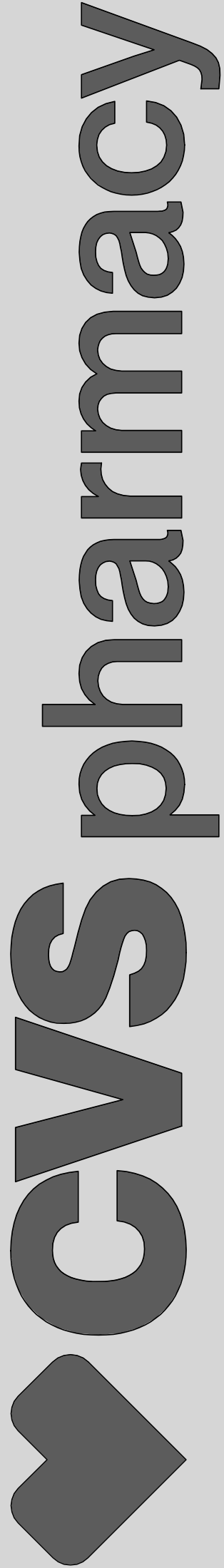
|    |                                              | NORTH                   | SOUTH                   | EAST                    | WEST                    |
|----|----------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 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. | <b>PRIMARY MASONRY TOTALS (MIN. 80%)</b>     | 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. | <b>SECONDARY MASONRY TOTALS (MAX. 20%)</b>   | 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                 | 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     | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

ALL WINDOW MULLIONS TO BE EX5

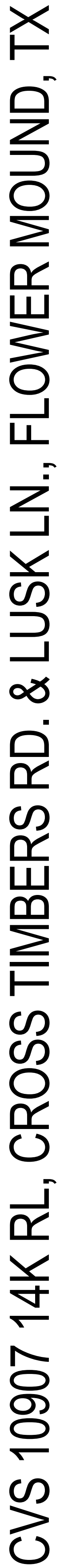
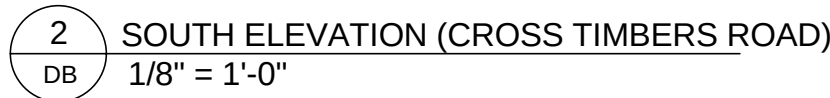


CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX

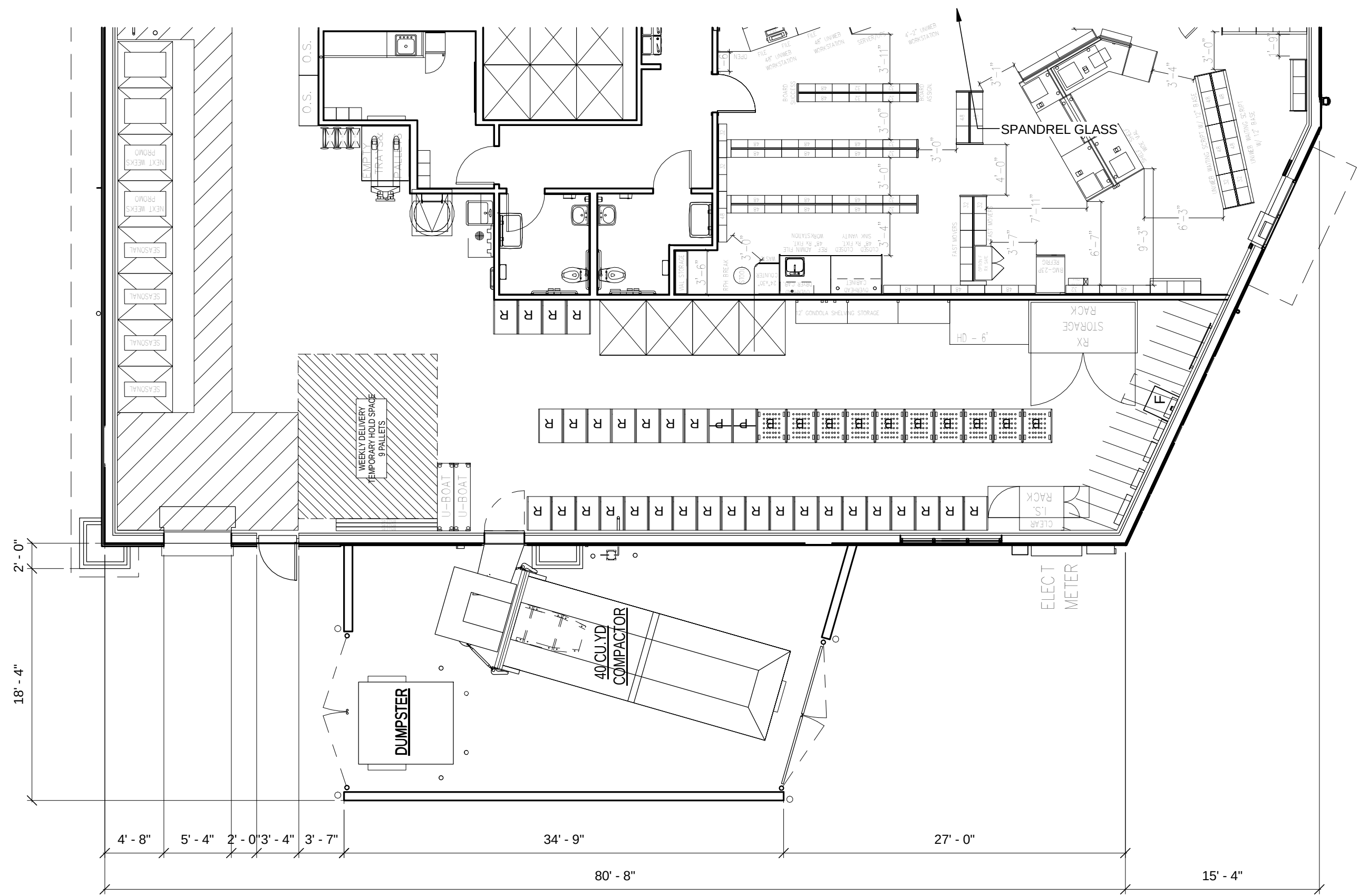
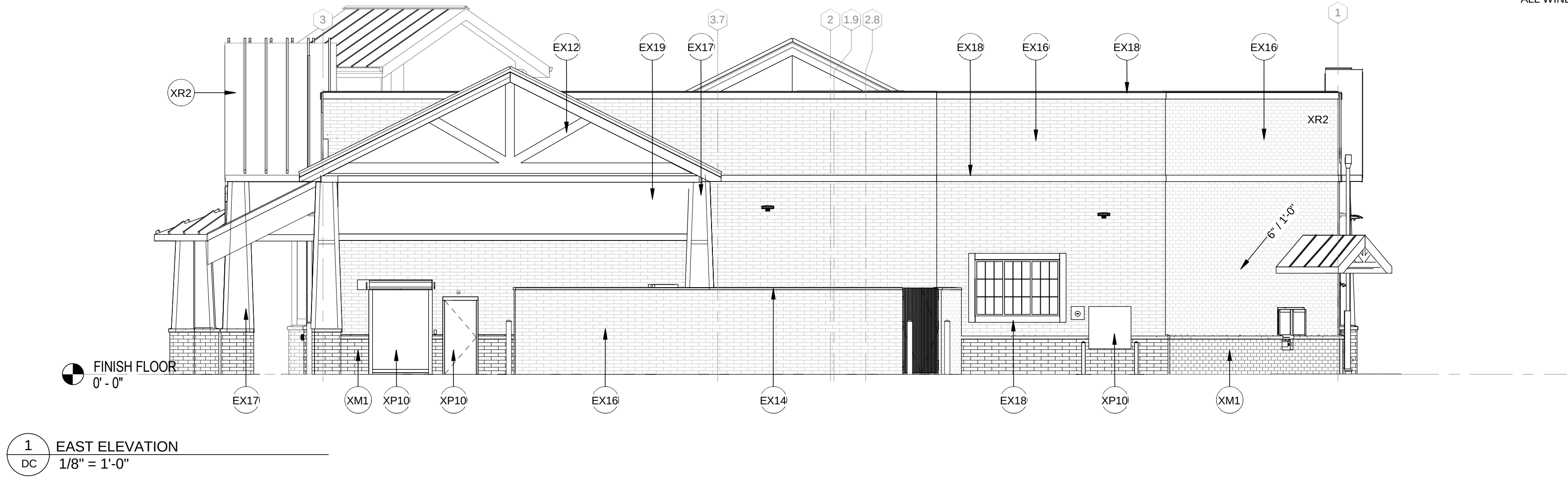




ALL WINDOW MULLIONS TO BE EX5



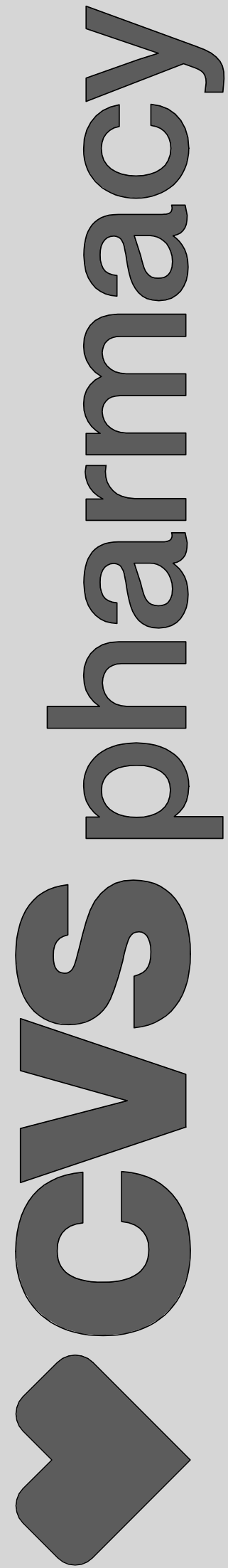




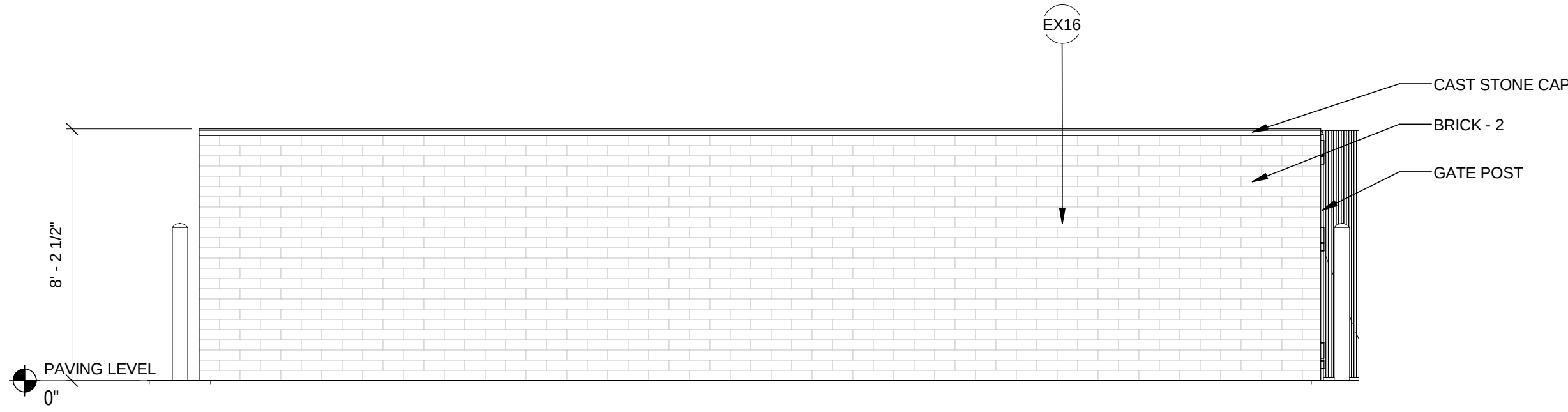
| EXTERIOR MATERIAL SCHEDULE |                           |                                                                |
|----------------------------|---------------------------|----------------------------------------------------------------|
| Material: Mark             | Material: Manufacturer    | 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                 | STONE CAP TO MATCH XM2                                         |
| EX15                       | OLDCASTLE / ECHELON LIGHT | SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)      |
| EX16                       | OLDCASTLE / ECHELON DARK  | DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)        |
| EX17                       | JAMES HARDIE              | HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH              |
| EX18                       | JAMES HARDIE              | HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH               |
| EX19                       | STO                       | 10613                                                          |
| EX20                       | BENJAMIN MOORE            | SANDY HOOK GRAY - HC-108                                       |
| XC3                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: BONE WHITE                  |
| XC4                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: TO MATCH WINDY CITY CSP-150 |
| XM1                        | ARRISCRAFT                | FULL BED STONE, COLOR: LAURIER - CANYON BUFF                   |
| XM2                        | CONCRETE PRECAST SILL     | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

ALL WINDOW MULLIONS TO BE EX5

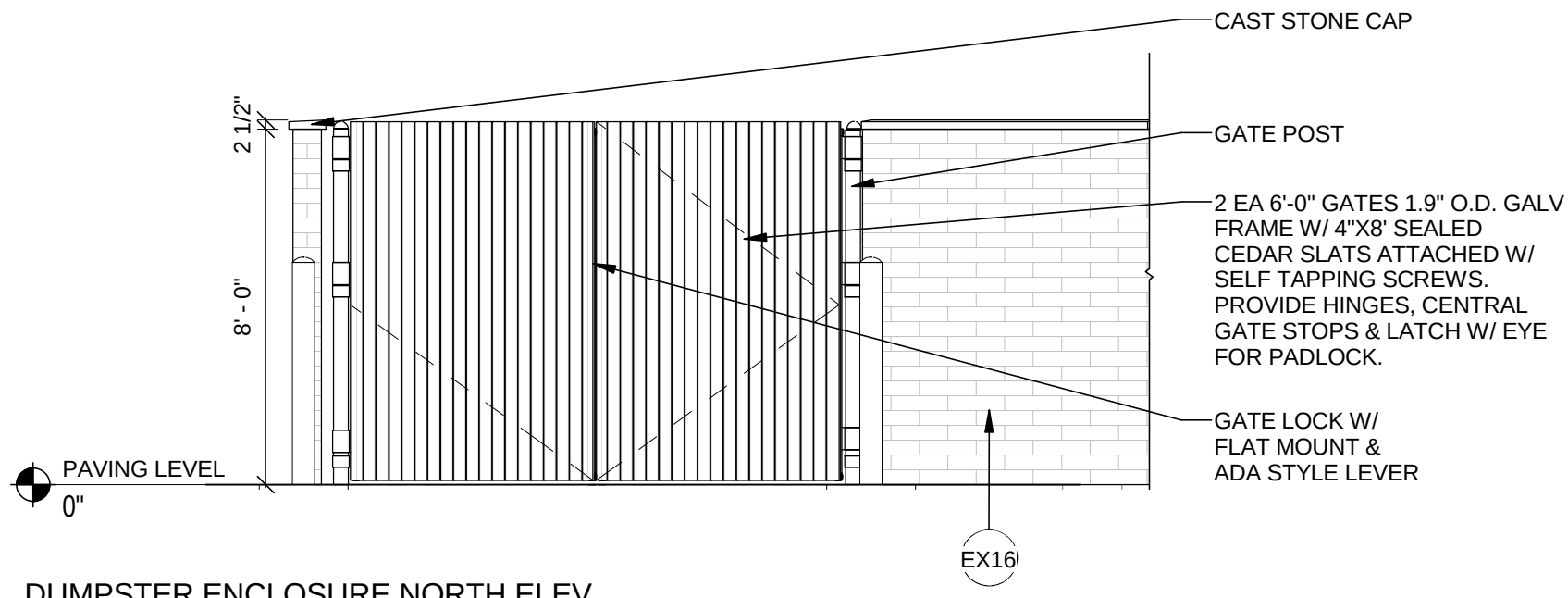
CVS 10907 14K RL, CROSS TIMBERS RD. & LUSK LN., FLOWER MOUND, TX







DUMPSTER ENCLOSURE EAST ELEV.

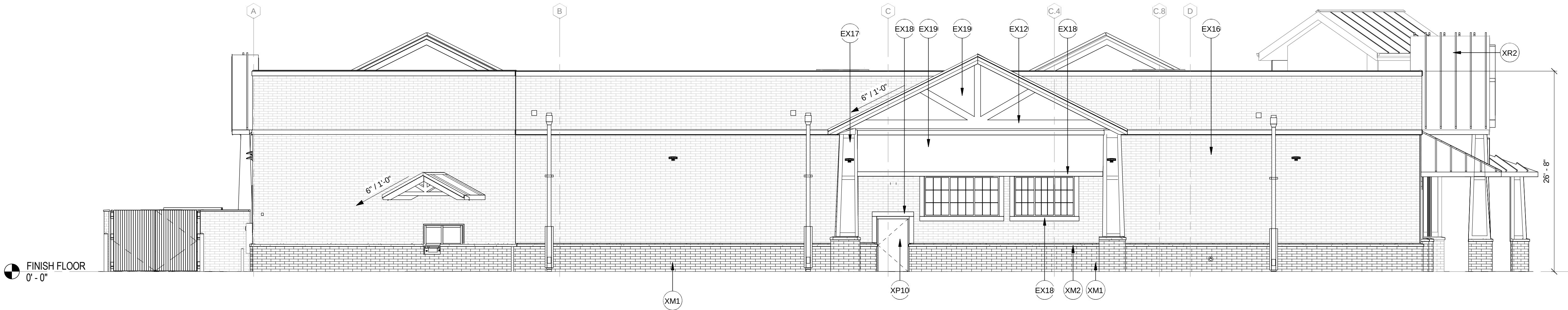


DUMPSTER ENCLOSURE NORTH ELEV.

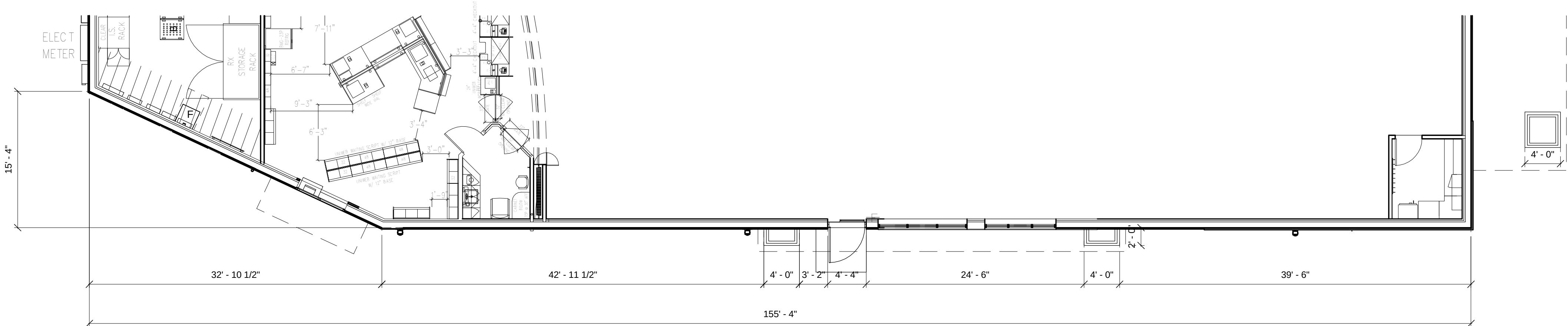
| EXTERIOR MATERIAL SCHEDULE |                           |                                                                |
|----------------------------|---------------------------|----------------------------------------------------------------|
| Material Mark              | Material: Manufacturer    | 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                 | STONE CAP TO MATCH XM2                                         |
| EX15                       | OLDCASTLE / ECHELON LIGHT | SAND CASTLE STRUCTURAL BRICK - HARVARD BRIK (SOLID COLOR)      |
| EX16                       | OLDCASTLE / ECHELON DARK  | DARKWOOD STRUCTURAL BRICK - HARVARD BRICK (SOLID COLOR)        |
| EX17                       | JAMES HARDIE              | HARDIE PANEL, COLOR: KHAKI BROWN - FINISH: SMOOTH              |
| EX18                       | JAMES HARDIE              | HARDIE TRIM, COLOR: KHAKI BROWN - FINISH: SMOOTH               |
| EX19                       | STO                       | 10613                                                          |
| EX20                       | BENJAMIN MOORE            | SANDY HOOK GRAY - HC-108                                       |
| XC3                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: BONE WHITE                  |
| XC4                        | PAC-CLAD                  | PREFINISHED ALUMINUM COPING COLOR: TO MATCH WINDY CITY CSP-150 |
| XM1                        | ARRISCRAFT                | FULL BED STONE, COLOR: LAURIER - CANYON BUFF                   |
| XM2                        | CONCRETE                  | STANDARD PRECAST SILL                                          |
| XP10                       | BENJAMIN MOORE            | PAINT, COCONUT GROVE: 1029                                     |
| XP12                       | BENJAMIN MOORE            | PAINT, HC-190 BLACK, FINISH: SATIN                             |
| XR2                        | BENJAMIN MOORE            | STANDING SEAM METAL ROOF, COLOR: WINDY CITY CSP-150            |

ALL WINDOW MULLIONS TO BE EX5

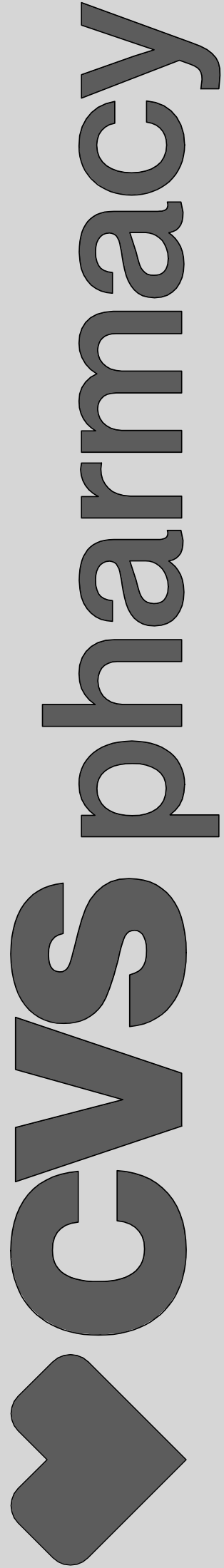
1. ALL RETAINING/ DETAINING WALLS, TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ELECTRICAL PANELS AND ASSOCIATED COMPONENTS SHALL BE PAINTED/ TEXTURED TO MATCH THE COLOR OF THE BUILDING.
4. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
5. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SUBJECT SITE PLAN/ ELEVATIONS ARE NOT APPROVED AS PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.



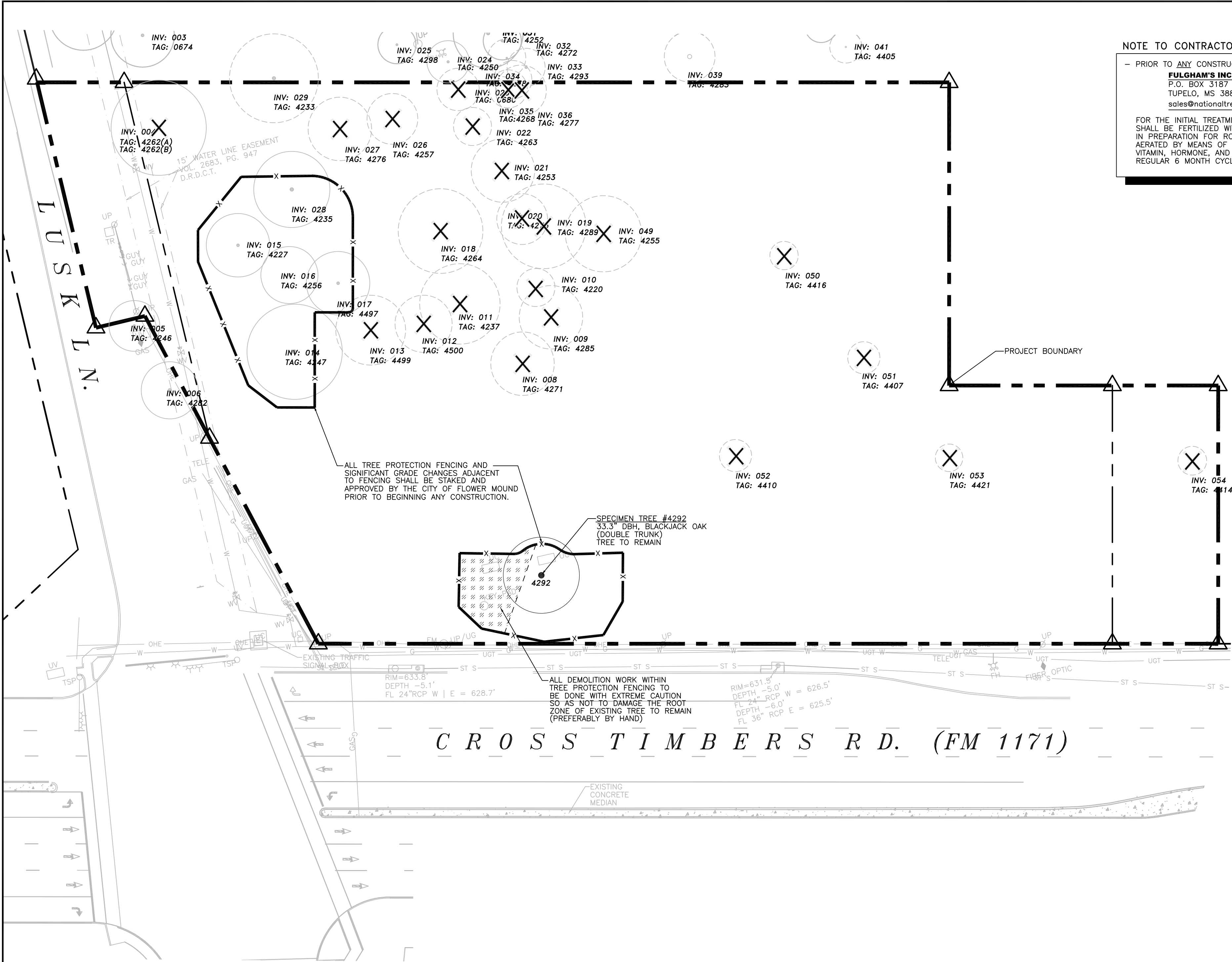
2 NORTH ELEVATION  
DD 1/8" = 1'-0"



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





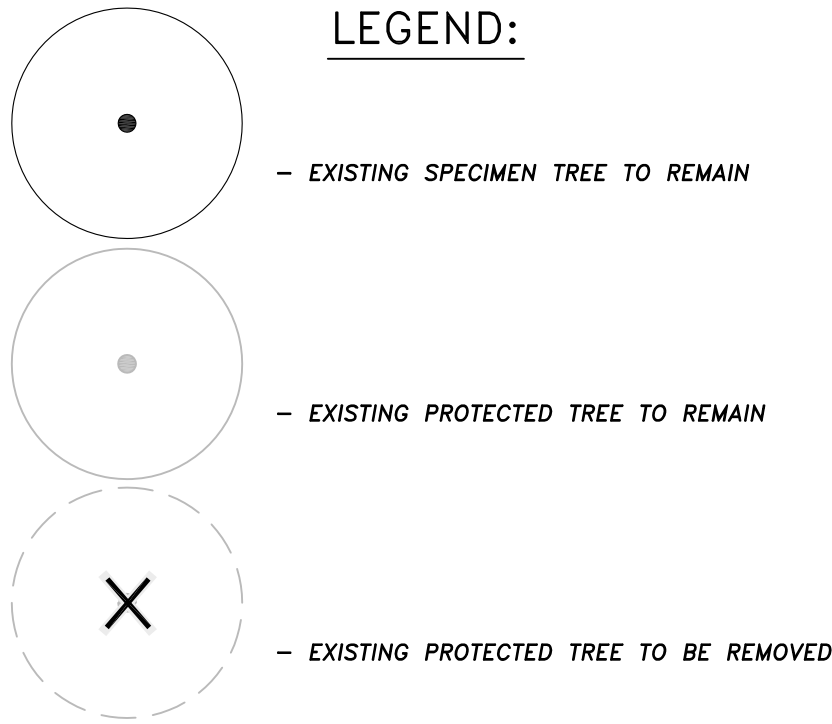
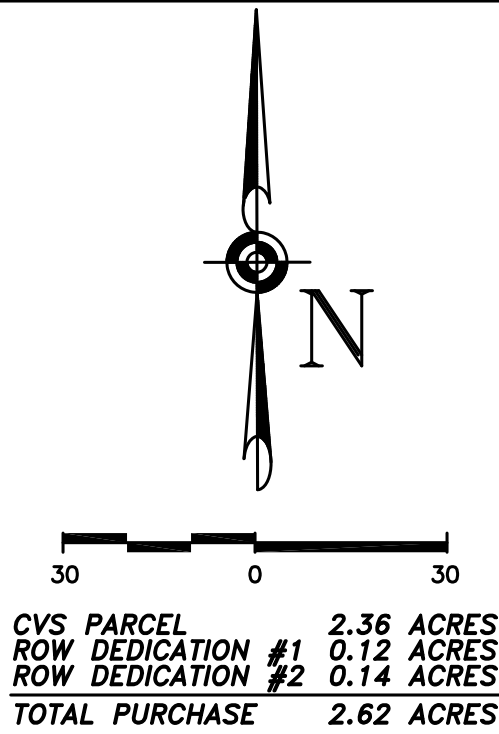


**NOTE TO CONTRACTOR:**

- PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE, THE GENERAL CONTRACTOR SHALL CONTACT:

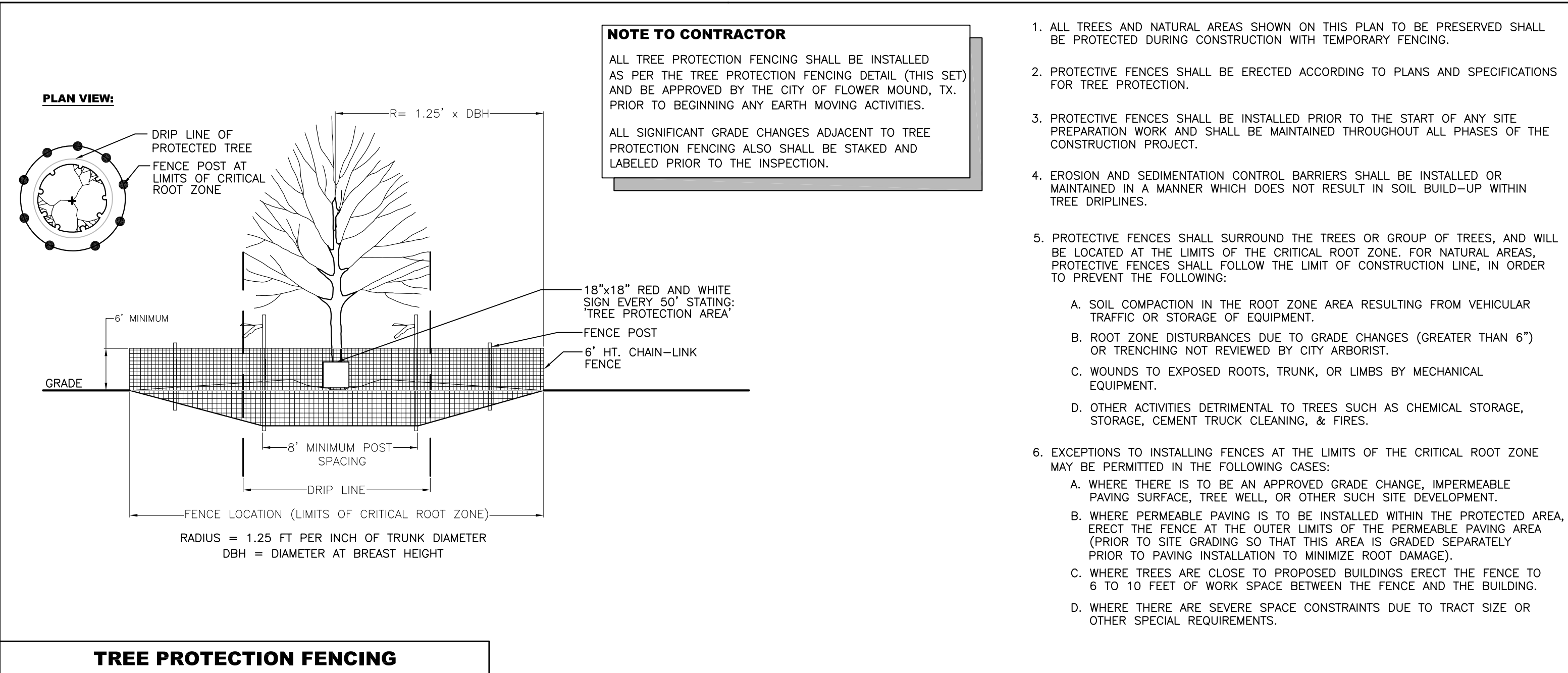
**FULGHAM'S INC. - TREE PRESERVATION**  
P.O. BOX 3187 1-800-316-6630 OFFICE  
TUPELO, MS 38803 1-662-844-6191 FAX  
sales@nationaltreepreservation.com 1-662-231-0210 CELL

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.



- 24 - PROTECTED TREES WITHIN PROJECT BOUNDARY**  
**18 - PROTECTED TREES WITHIN THE BUILDABLE AREA**  
**6 - PROTECTED TREES OUTSIDE THE BUILDABLE AREA**  
**2 - PROTECTED TREES WITHIN THE EXISTING RIGHT-OF-WAY (NOT INCLUDED IN TOTAL)**
- NOT ALL PROTECTED TREES TO BE REMOVED.

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



1. ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
2. PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO PLANS AND SPECIFICATIONS FOR TREE PROTECTION.
3. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
4. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.
5. PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE LIMITS OF THE CRITICAL ROOT ZONE. FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
- A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
- B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6") OR TRENCHING NOT REVIEWED BY CITY ARBORIST.
- C. WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT.
- D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, STORAGE, CEMENT TRUCK CLEANING, & FIRES.
6. EXCEPTIONS TO INSTALLING FENCES AT THE LIMITS OF THE CRITICAL ROOT ZONE MAY BE PERMITTED IN THE FOLLOWING CASES:
- A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
- B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN THE PROTECTED AREA, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
- C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS ERECT THE FENCE TO 6 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
- D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE OR OTHER SPECIAL REQUIREMENTS.
7. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO A HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
8. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
9. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
10. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE. ALL TRENCHING WITHIN THE DRIPLINE SHALL BE DONE BY HAND.
11. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
12. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
13. ALL FINISHED PRUNING SHALL BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE UPON REQUEST FROM THE CITY ARBORIST.)
14. DEVIATIONS FROM THE ABOVE NOTES WILL BE CONSIDERED SPECIFICATION VIOLATIONS. IF THERE IS SUBSTANTIAL NONCOMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL REPLACEMENTS OR CORRECTIVE ACTIONS AT HIS OWN EXPENSE.



**14K - RL**  
**RIGHT CORNER ENTRY**  
**LEFT BUMPOUT DRIVE-THRU**  
**STORE NUMBER: 10907**  
**NEC - CROSS TIMBERS RD. & LUSK LN.**  
**FLOWER MOUND, TEXAS**  
**PROJECT TYPE: NEW STORE**  
**DEAL TYPE: FEE FOR SERVICE**  
**CS PROJECT NUMBER: 101484**

**ARCHITECT OF RECORD:**

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



**CONSULTANT:**



**DEVELOPER:**



**SEAL:**



**REVISIONS:**

CVS PROJECT MANAGER: J. MUTTER  
DRAWING BY: D. BARNETT  
DATE: NOVEMBER 20, 2017  
JOB NUMBER: N/A  
TITLE:

**TREE SURVEY**  
SHEET NUMBER:

**7 OF 7**

COMMENTS:  
NOT RELEASED FOR CONSTRUCTION

**Exhibit "B"**  
**Development Standards**

**Planned Development District - 160 (PD - 160)**  
**CVS Pharmacy #10907**

The development on the Property comprising approximately 2.365 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: Conceptual Landscape Plan
3. Exhibit E: Conceptual Elevations

B. Permitted Uses.

1. Except as provided in this section, the uses listed as Permitted Uses in Retail District-1 (R-1) in the Town's Zoning Ordinance may be permitted on the Property.
2. The following permitted uses shall be prohibited on the Property:
  - Cleaning shop or laundry pickup station.
  - Cleaning/laundry pickup station only.
  - Cleaning/laundry shop with pickup station.
  - Laundry, self-service.
  - Parking lot, commercial.
  - Public building, shop, or yard.
  - Sewage Pump Station.
  - Telephone Equipment Station.

C. Specific Uses.

1. Except as provided in this section, the uses listed as Specific Uses in Retail District-1 (R-1) in the Town's Zoning Ordinance may be permitted on the Property with a Specific Use Permit (SUP) approved by the Town Council.
2. The following specific uses shall be prohibited on the Property:
  - Cleaning/laundry shop with on-site plant;
  - Laboratory, medical or dental;
  - Mortuary or funeral home;
  - Parking structure, commercial; or
  - Recreation center.

D. Temporary Uses. The uses listed as Temporary Uses in the Retail District-1 (R-1) in the Town's Zoning Ordinance may be permitted on the Property 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".

E. 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 for this Planned Development.
2. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to Section 98-1029.

F. Architectural Standards.

1. Except as provided in this section, the Town's Urban Design Plan shall apply to all uses on the Property.
2. For a drug store or pharmacy, elevations shall comply with Exhibit, "E".

G. Miscellaneous Standards.

1. The following amenities shall be required on the Property.
  - Seating areas such as benches and seat walls shall be located as shown on Exhibit C;
  - Bike racks;
  - Enhanced landscaping; and
  - Enhanced pavement for the pedestrian crossing at the building entrance.

H. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Pitched Roofs – Urban Design Plan, Section 12.1.  
A waiver to the pitched roof requirement of buildings less than 15,000 square feet is granted.
2. Compatibility Buffer – Section 82-302.  
A minimum buffer of ten feet shall be provided along the northern and eastern property line.
3. Compatibility Setback – Section 82-303.  
The minimum building setback from the northern property line shall be 35 feet.



**From:** Andrea Rockwood  
**Date:** December 20, 2017 at 7:55:24 PM CST  
**To:** [Towncouncil@flower-mound.com](mailto:Towncouncil@flower-mound.com)  
**Subject:** Proposed CVS at the corner of Lusk and 1171

Dear Town Council,

As a Flower Mound resident who lives within two miles of 2 CVS Pharmacies, a Walgreens, and the Pumpkin Patch, I feel like putting in another CVS Pharmacy is over kill. We have a lot of pharmacies located in Flower Mound including those in Tom Thumb and Kroger. My family has enjoyed going to the Pumpkin Patch every year. Even as the kids are getting older, it is something we like to do and have fond memories of. I do not like the thought of the Pumpkin Patch being turned into yet another Pharmacy. We have more pharmacies in Flower Mound than we have Starbucks. We chose Flower Mound over Frisco yet I feel with the amount of traffic and chain stores we are becoming just like Frisco. We moved to Flower Mound from Lewisville and there used to be a distinct shift when you got into Flower Mound with more trees, more open spaces, etc, now however the shift is becoming less and less. Another pharmacy is not vital to the survival of Flower Mound and its residents.

Thank you for your time.

Andrea Rockwood  
Flower Mound Resident

-----Original Message-----

From: Bradford Simmons

Sent: Friday, January 5, 2018 5:35 PM

To: planning <planning@flower-mound.com>

Cc: Town Council <towncouncil@flower-mound.com>

Subject: MPA17-0014. Pumpkin Patch CVS

I am a citizen of Flower Mound for 8 years and live in Bridlewood. I strongly oppose the proposed plan to change a portion or all of the "Pumpkin Patch" to commercial. First of all we don't need another pharmacy anywhere near that vicinity as there are two less than a mile away. Second there are nice houses going in next door in the new Saddlewood development. These homes are a nice addition to the Town. If they want to change it to something change it to residential and let Saddlewood go all the way to Lusk. Actually there is a street that dead ends at the Pumpkin patch that could be extended into the Pumpkin patch lot to continue the neighborhood.

As we build out Flower Mound the surrounding areas need to be considered. Any retail on that corner is a detriment to Flower Mound because it just doesn't fit. Please place my opposition on the Record.

Bradford Simmons

5008 Balmoral Ln

Flower Mound, TX 75028

Brad Simmons

Sent from my iPad



**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 2.48 ACRES OF LAND SITUATED IN THE WILLIAM MALONE SURVEY, ABSTRACT NO. 855, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 160 (PD-160) WITH RETAIL 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 2.48 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. 160 (PD-160) with Retail uses; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 26, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 2018, with respect to the proposed planned development district as described herein; and,

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

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

### **SECTION 1**

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

Approximately 2.48 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. 160 (PD-160) with Retail uses.

### **SECTION 2**

The development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed Planned Development District No. 160 (PD-160), attached hereto as Exhibits "B," "C," "D," and "E," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, conceptual landscape plan, and conceptual elevations for this Planned Development District No. 160 (PD-160).

### **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. 160 (PD-160), as set forth above.

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

ORDINANCE NO. \_\_\_\_\_

**Page 3****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:**

---

Thomas E. Hayden, **MAYOR****ATTEST:**

---

Theresa Scott, **TOWN SECRETARY**

ORDINANCE NO. \_\_\_\_\_

Page 4

**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

ORDINANCE NO. \_\_\_\_\_

Page 5

with aluminum cap (TYPE III) found at the most northerly northeast corner of the Denton County tract;

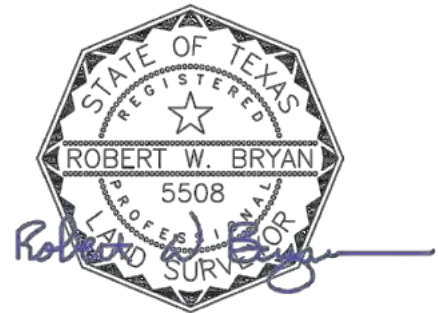
THENCE SOUTH 89 degrees 05 minutes 22 seconds WEST, continuing with the north line of the Denton County tract, a distance of 23.78 feet to a Mag nail with a metal washer stamped "JPH Land Surveying" set at the northwest corner of the Denton County tract;

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](mailto:robertb@jphls.com)

February 7, 2018  
(Revised March 26, 2018 to add Lusk Lane R.O.W.)



**Exhibit “B”**  
**Development Standards**

**Planned Development District - 160 (PD - 160)**  
**CVS Pharmacy #10907**

The development on the Property comprising approximately 2.48 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: Conceptual Landscape Plan
3. Exhibit E: Conceptual Elevations

B. Permitted Uses.

1. Except as provided in this section, the uses listed as Permitted Uses in Retail District-1 (R-1) in the Town’s Zoning Ordinance may be permitted on the Property.
2. The following permitted uses shall be prohibited on the Property:
  - Cleaning shop or laundry pickup station.
  - Cleaning/laundry pickup station only.
  - Cleaning/laundry shop with pickup station.
  - Laundry, self-service.
  - Parking lot, commercial.
  - Public building, shop, or yard.
  - Sewage Pump Station.
  - Telephone Equipment Station.

C. Specific Uses.

1. Except as provided in this section, the uses listed as Specific Uses in Retail District-1 (R-1) in the Town’s Zoning Ordinance may be permitted on the Property with a Specific Use Permit (SUP) approved by the Town Council.
2. The following specific uses shall be prohibited on the Property:
  - Cleaning/laundry shop with on-site plant;
  - Laboratory, medical or dental;
  - Mortuary or funeral home;
  - Parking structure, commercial; or
  - Recreation center.

D. Temporary Uses. The uses listed as Temporary Uses in the Retail District-1 (R-1) in the Town’s Zoning Ordinance may be permitted on the Property 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".

E. 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 for this Planned Development.
2. The maximum height of buildings and structures shall be three stories or 35 feet for all uses, subject to Section 98-1029.

F. Architectural Standards.

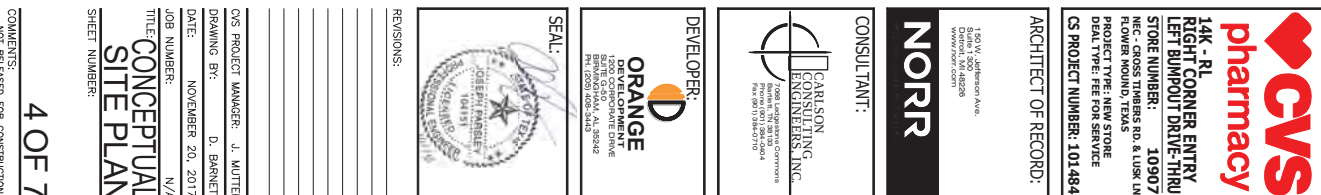
1. Except as provided in this section, the Town's Urban Design Plan shall apply to all uses on the Property.
2. For a drug store or pharmacy, elevations shall comply with Exhibit, "E".

G. Miscellaneous Standards.

1. The following amenities shall be required on the Property.
  - Seating areas such as benches and seat walls shall be located as shown on Exhibit C;
  - Bike racks;
  - Enhanced landscaping; and
  - Enhanced pavement for the pedestrian crossing at the building entrance.

H. Exceptions. The following exceptions to the Town's Ordinances shall apply to this Planned Development.

1. Pitched Roofs – Urban Design Plan, Section 12.1.  
A waiver to the pitched roof requirement of buildings less than 15,000 square feet is granted.
2. Compatibility Buffer – Section 82-302.  
A minimum buffer of ten feet shall be provided along the northern and eastern property line.
3. Compatibility Setback – Section 82-303.  
The minimum building setback from the northern property line shall be 35 feet.



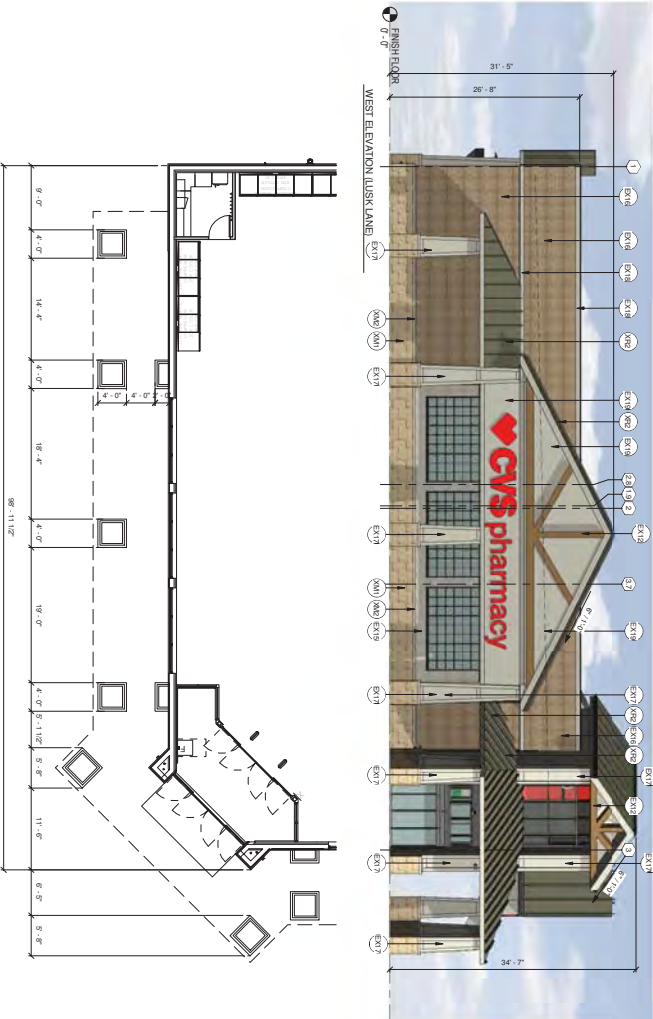




|                                            | NORTH                   | SOUTH                   | EAST                    | WEST                    |
|--------------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1. TOTAL FACADE S.F.                       | 4,178 S.F.              | 4,333 S.F.              | 2,807 S.F.              | 2,818 S.F.              |
| 2. ROOF S.F. (EXCLUDING DOORS AND WINDOWS) | 4,094 S.F.              | 3,925 S.F.              | 2,465 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. 90%)       | 3,704 S.F. AND 98% 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)                 | 2,720 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 50% OF 2 |
| STONE S.F. (AS APPLICABLE)                 | 664 S.F. AND 18% OF 2   | 564 S.F. AND 15% OF 2   | 228 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   | 308 S.F. AND 12% OF 2   | 482 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                     |
| HARDPLANK 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   |

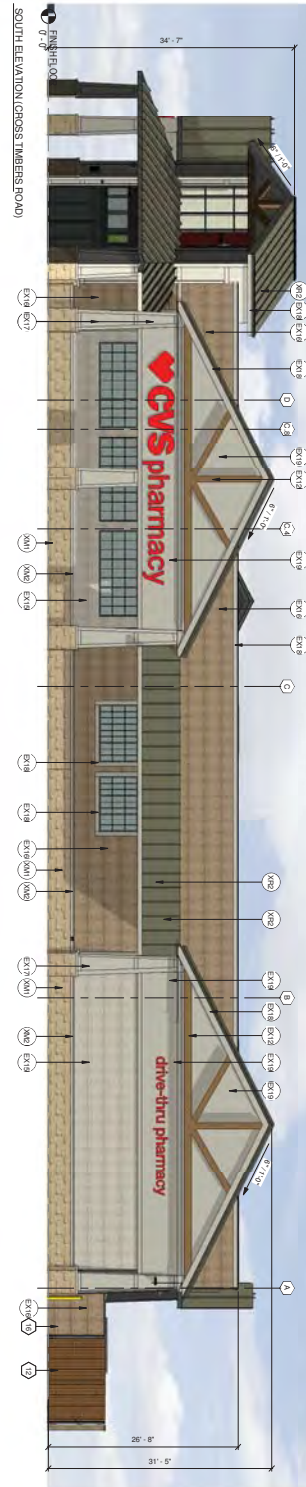
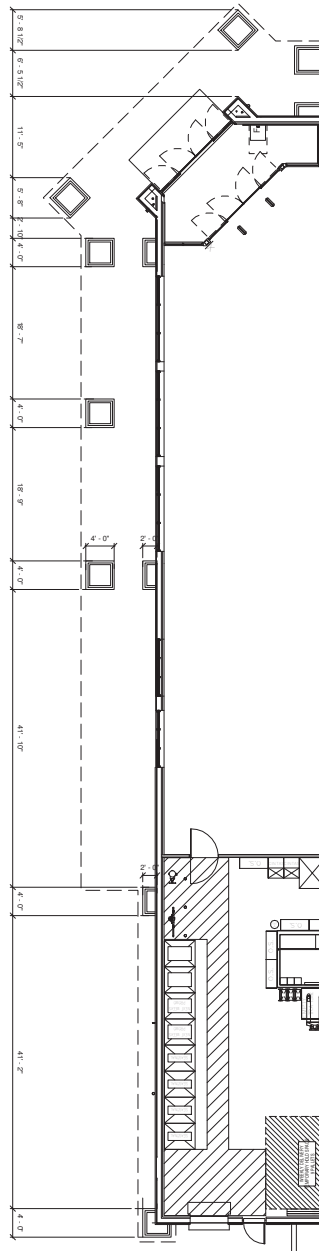
| Material | EXTENSION MATERIAL SCHEDULE |
|----------|-----------------------------|
| NAME     | NAME                        |
| EX-1     | NAME                        |
| EX-2     | NAME                        |
| EX-3     | NAME                        |
| EX-4     | NAME                        |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

ALL WINDOW MATERIALS TO BE EX-1



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

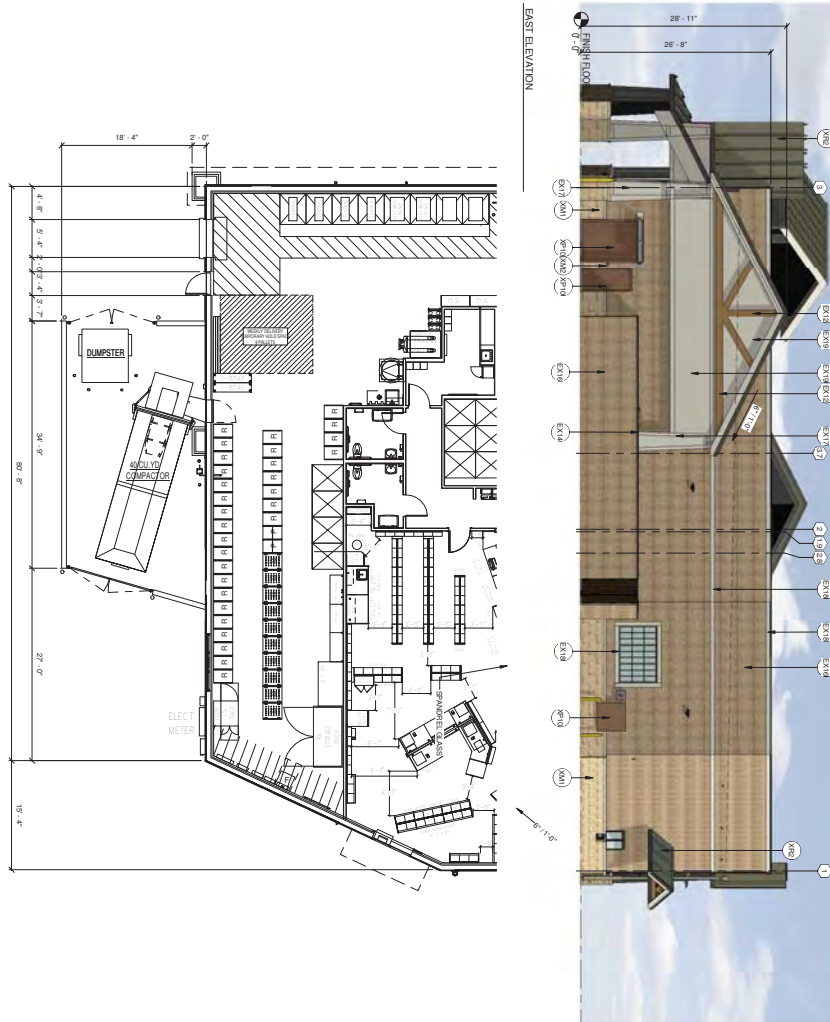




| Section | Material                    | Material Description        |
|---------|-----------------------------|-----------------------------|
| EX-1    | ALUMINUM VINYL CLAD ROOFING | ALUMINUM VINYL CLAD ROOFING |
| EX-2    | BRICK                       | BRICK                       |
| EX-3    | BRICK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

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





| EXTERIOR MATERIALS SCHEDULE |                                                        |
|-----------------------------|--------------------------------------------------------|
| Material                    | Material Description                                   |
| EX-1                        | BRICK, RED, 8" x 8" x 16"                              |
| EX-2                        | BRICK, RED, 4" x 8" x 16"                              |
| EX-3                        | BRICK, RED, 2" x 4" x 8"                               |
| EX-4                        | BRICK, RED, 1" x 4" x 8"                               |
| EX-5                        | BRICK, RED, 1/2" x 4" x 8"                             |
| EX-6                        | BRICK, RED, 1/4" x 4" x 8"                             |
| EX-7                        | BRICK, RED, 1/8" x 4" x 8"                             |
| EX-8                        | BRICK, RED, 1/16" x 4" x 8"                            |
| EX-9                        | BRICK, RED, 1/32" x 4" x 8"                            |
| EX-10                       | BRICK, RED, 1/64" x 4" x 8"                            |
| EX-11                       | BRICK, RED, 1/128" x 4" x 8"                           |
| EX-12                       | BRICK, RED, 1/256" x 4" x 8"                           |
| EX-13                       | BRICK, RED, 1/512" x 4" x 8"                           |
| EX-14                       | BRICK, RED, 1/1024" x 4" x 8"                          |
| EX-15                       | BRICK, RED, 1/2048" x 4" x 8"                          |
| EX-16                       | BRICK, RED, 1/4096" x 4" x 8"                          |
| EX-17                       | BRICK, RED, 1/8192" x 4" x 8"                          |
| EX-18                       | BRICK, RED, 1/16384" x 4" x 8"                         |
| EX-19                       | BRICK, RED, 1/32768" x 4" x 8"                         |
| EX-20                       | BRICK, RED, 1/65536" x 4" x 8"                         |
| EX-21                       | BRICK, RED, 1/131072" x 4" x 8"                        |
| EX-22                       | BRICK, RED, 1/262144" x 4" x 8"                        |
| EX-23                       | BRICK, RED, 1/524288" x 4" x 8"                        |
| EX-24                       | BRICK, RED, 1/1048576" x 4" x 8"                       |
| EX-25                       | BRICK, RED, 1/2097152" x 4" x 8"                       |
| EX-26                       | BRICK, RED, 1/4194304" x 4" x 8"                       |
| EX-27                       | BRICK, RED, 1/8388608" x 4" x 8"                       |
| EX-28                       | BRICK, RED, 1/16777216" x 4" x 8"                      |
| EX-29                       | BRICK, RED, 1/33554432" x 4" x 8"                      |
| EX-30                       | BRICK, RED, 1/67108864" x 4" x 8"                      |
| EX-31                       | BRICK, RED, 1/134217728" x 4" x 8"                     |
| EX-32                       | BRICK, RED, 1/268435456" x 4" x 8"                     |
| EX-33                       | BRICK, RED, 1/536870912" x 4" x 8"                     |
| EX-34                       | BRICK, RED, 1/1073741824" x 4" x 8"                    |
| EX-35                       | BRICK, RED, 1/2147483648" x 4" x 8"                    |
| EX-36                       | BRICK, RED, 1/4294967296" x 4" x 8"                    |
| EX-37                       | BRICK, RED, 1/8589934592" x 4" x 8"                    |
| EX-38                       | BRICK, RED, 1/17179869184" x 4" x 8"                   |
| EX-39                       | BRICK, RED, 1/34359738368" x 4" x 8"                   |
| EX-40                       | BRICK, RED, 1/68719476736" x 4" x 8"                   |
| EX-41                       | BRICK, RED, 1/137438953472" x 4" x 8"                  |
| EX-42                       | BRICK, RED, 1/274877906944" x 4" x 8"                  |
| EX-43                       | BRICK, RED, 1/549755813888" x 4" x 8"                  |
| EX-44                       | BRICK, RED, 1/1099511627776" x 4" x 8"                 |
| EX-45                       | BRICK, RED, 1/2199023255552" x 4" x 8"                 |
| EX-46                       | BRICK, RED, 1/4398046511104" x 4" x 8"                 |
| EX-47                       | BRICK, RED, 1/8796093022208" x 4" x 8"                 |
| EX-48                       | BRICK, RED, 1/17592186044416" x 4" x 8"                |
| EX-49                       | BRICK, RED, 1/35184372088832" x 4" x 8"                |
| EX-50                       | BRICK, RED, 1/70368744177664" x 4" x 8"                |
| EX-51                       | BRICK, RED, 1/140737488355328" x 4" x 8"               |
| EX-52                       | BRICK, RED, 1/281474976710656" x 4" x 8"               |
| EX-53                       | BRICK, RED, 1/562949953421312" x 4" x 8"               |
| EX-54                       | BRICK, RED, 1/1125899906842624" x 4" x 8"              |
| EX-55                       | BRICK, RED, 1/2251799813685248" x 4" x 8"              |
| EX-56                       | BRICK, RED, 1/4503599627370496" x 4" x 8"              |
| EX-57                       | BRICK, RED, 1/9007199254740992" x 4" x 8"              |
| EX-58                       | BRICK, RED, 1/18014398509481984" x 4" x 8"             |
| EX-59                       | BRICK, RED, 1/36028797018963968" x 4" x 8"             |
| EX-60                       | BRICK, RED, 1/72057594037927936" x 4" x 8"             |
| EX-61                       | BRICK, RED, 1/144115188075855872" x 4" x 8"            |
| EX-62                       | BRICK, RED, 1/288230376151711744" x 4" x 8"            |
| EX-63                       | BRICK, RED, 1/576460752303423488" x 4" x 8"            |
| EX-64                       | BRICK, RED, 1/1152921504606846976" x 4" x 8"           |
| EX-65                       | BRICK, RED, 1/2305843009213693952" x 4" x 8"           |
| EX-66                       | BRICK, RED, 1/4611686018427387904" x 4" x 8"           |
| EX-67                       | BRICK, RED, 1/9223372036854775808" x 4" x 8"           |
| EX-68                       | BRICK, RED, 1/18446744073709551616" x 4" x 8"          |
| EX-69                       | BRICK, RED, 1/36893488147419103232" x 4" x 8"          |
| EX-70                       | BRICK, RED, 1/73786976294838206464" x 4" x 8"          |
| EX-71                       | BRICK, RED, 1/147573952589676412928" x 4" x 8"         |
| EX-72                       | BRICK, RED, 1/295147905179352825856" x 4" x 8"         |
| EX-73                       | BRICK, RED, 1/590295810358705651712" x 4" x 8"         |
| EX-74                       | BRICK, RED, 1/1180591620717411303424" x 4" x 8"        |
| EX-75                       | BRICK, RED, 1/2361183241434822606848" x 4" x 8"        |
| EX-76                       | BRICK, RED, 1/4722366482869645213696" x 4" x 8"        |
| EX-77                       | BRICK, RED, 1/9444732965739290427392" x 4" x 8"        |
| EX-78                       | BRICK, RED, 1/18889465931478580854784" x 4" x 8"       |
| EX-79                       | BRICK, RED, 1/37778931862957161709568" x 4" x 8"       |
| EX-80                       | BRICK, RED, 1/75557863725914323419136" x 4" x 8"       |
| EX-81                       | BRICK, RED, 1/151115727451828646838272" x 4" x 8"      |
| EX-82                       | BRICK, RED, 1/302231454903657293676544" x 4" x 8"      |
| EX-83                       | BRICK, RED, 1/604462909807314587353088" x 4" x 8"      |
| EX-84                       | BRICK, RED, 1/1208925819614629174706176" x 4" x 8"     |
| EX-85                       | BRICK, RED, 1/2417851639229258349412352" x 4" x 8"     |
| EX-86                       | BRICK, RED, 1/4835703278458516698824704" x 4" x 8"     |
| EX-87                       | BRICK, RED, 1/9671406556917033397649408" x 4" x 8"     |
| EX-88                       | BRICK, RED, 1/19342813113834066795298816" x 4" x 8"    |
| EX-89                       | BRICK, RED, 1/38685626227668133590597632" x 4" x 8"    |
| EX-90                       | BRICK, RED, 1/77371252455336267181195264" x 4" x 8"    |
| EX-91                       | BRICK, RED, 1/154742504910672534362390528" x 4" x 8"   |
| EX-92                       | BRICK, RED, 1/309485009821345068724781056" x 4" x 8"   |
| EX-93                       | BRICK, RED, 1/618970019642690137449562112" x 4" x 8"   |
| EX-94                       | BRICK, RED, 1/1237940039285380274899124224" x 4" x 8"  |
| EX-95                       | BRICK, RED, 1/2475880078570760549798248448" x 4" x 8"  |
| EX-96                       | BRICK, RED, 1/4951760157141521099596496896" x 4" x 8"  |
| EX-97                       | BRICK, RED, 1/9903520314283042199192993792" x 4" x 8"  |
| EX-98                       | BRICK, RED, 1/19807040628566084398385987584" x 4" x 8" |
| EX-99                       | BRICK, RED, 1/39614081257132168796771975168" x 4" x 8" |
| EX-100                      | BRICK, RED, 1/79228162514264337593543950336" x 4" x 8" |

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





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

PLEASE PRINT OR TYPE NAME AND ADDRESS IN FULL

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

**From:** Richard Brown  
**Sent:** Thursday, April 5, 2018 2:02 PM  
**To:** 'Abel Bertaud'  
**Subject:** CVS on 1171

mr bertaud  
per your request, i will replace your previous with this version.



Richard E. Brown  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Q<sup>3</sup> Quality People + Quality Service = Quality of Life

**From:** Abel Bertaud  
**Sent:** Thursday, April 5, 2018 10:32 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Subject:** Re: CVS on 1171

Dear Richard,

Feel free to add this addition. The Town of Flower Mound's Mission Statement is as follows:

## Mission Statement

***The vision of Flower Mound is to preserve our unique country atmosphere, heritage, and quality of life while cultivating a dynamic economic environment.***

Excessive cookie cutter development like another CVS is quickly destroying the "**country atmosphere**" and is contrary to the "**dynamic environment**" aspect of the town's mission statement. This type of rapid vanilla development is creating excessive traffic jams and deteriorating the "**quality of life**" this town's residents are trying to hold on to.

The residents of West Flower Mound expect our city officials to adhere to the mission statement when considering modifications to the existing building restrictions and the future development of the town in general.

West Flower Mound residents are quickly organizing on social media to monitor present and future town developments more closely and will be voting accordingly.

Concerned Resident

---

**From:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**To:** Abel Bertaud  
**Sent:** Wednesday, April 4, 2018 5:56 PM  
**Subject:** RE: CVS on 1171

mr bertaud

thank you for your correspondence and interest in the proposed development. as the project manager for the cvs application, please note your correspondence will be included in the agenda packet materials for the april 16<sup>th</sup> town council meeting. your correspondence is considered public information and it is our policy to share any comments with the prospective developer so they can address any community concerns; do note i will redact certain personal information (phone, email) prior to the above referenced distributions.  
do not hesitate to let me know if you require anything else.



*Richard E. Brown*  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Q<sup>3</sup> Quality People + Quality Service = Quality of Life

**From:** Abel Bertaud  
**Sent:** Tuesday, March 27, 2018 3:54 PM  
**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** CVS on 1171

Dear Flower Mound Planning Director,

As a long time resident of Flower Mound (Emmel Estates) I am asking that the City of Flower Mound NOT approve the CVS request to build on 1171, next to the Pumpkin Patch..Flower Mound is quickly becoming Frisco due to overbuilding. ...Please...Limit the growth on 1171..Keep it country..Keep it Texas..

Concerned Resident..  
Abel Bertaud

From: Bkblair  
Sent: Friday, March 23, 2018 8:01 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS

I oppose the MPA and zoning change for this land.  
I am one of the closest neighbors and wasn't notified - nobody lives 200 ft away!  
I will not be able to attend the meeting but will be praying you guys see the need to keep this residential.

K Blair  
5113 Forest Hill



**From:** Lisa Stearns

**Sent:** Monday, March 26, 2018 9:56 AM

**To:** planning <planning@flower-mound.com>

**Subject:** CVS on Lusk and 1171

To the Flower Mound Planning and Zoning Board,

Please consider the impact of putting another CVS (or any other pharmacy) on the corner of 1171 and Lusk. On a quick search I counted 16 pharmacies in Flower Mound alone. Tom Thumb pharmacy and Walgreens is one mile away from the Flower Mound Pumpkin Patch. The Kroger Pharmacy is 2.5 miles away, and the other Walgreens, Walmart, Long Prairie Pharmacy, KK's Pharmacy, Flower Mound Herbal Pharmacy, and CVS is only 4 miles. There is absolutely no need to have another one that close. If another pharmacy is needed, a pharmacy may be convenient in the western portion of Flower Mound.

I would also like to ask about The Cross Timbers Protection Area. This is one of the areas where very few remnants of Cross Timbers exist. The Dallas Fort Worth area is growing at a rapid pace. I understand that Flower Mound is growing rapidly, but why have the areas that have been set aside to preserve a part of our beautiful city are constantly being considered for development and urbanization?

I appreciate your time and consideration.

Kind regards,

Lisa Stearns

**From:** Tracy Zachary  
**Sent:** Friday, March 23, 2018 8:03 AM  
**To:** Town Council <towncouncil@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** Proposed CVS at 1171

**Good Morning Mayor, Council and Planning and Zoning Members,**

**I am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community. We have lived in Lewisville/Flower Mound area for over 30 years. My family has attended the Pumpkin Patch for years and look forward to it...it would be a great shame if you took it away.**

**I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.**

**Thank you,**

**Tracy Zachary**

From: Julie T  
Sent: Friday, March 23, 2018 8:27 AM  
To: planning <planning@flower-mound.com>  
Subject: MPA17-0014 and ZPD17-0018

MPA17-0014 and ZPD17-0018

I do not support changing the zoning of this corner. We do not need a CVS or other retail with the Walmart and Tom Thumb being so close. I would be much more supportive of a restaurant where people from the surrounding neighborhoods could walk to and enjoy. A concept like MartyB's, prohibition Chicken, etc. Please distribute my thoughts to all the members of the planning and zoning committee.

Warm Regards,  
Julie Tolhurst  
2104 La Rochelle

Sent from my iPhone

From: Kym Munson  
Sent: Friday, March 23, 2018 9:07 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS s

I'd like to register my position on a CVS at the pumpkin patch location. I do not object to the home owner selling their property, that is well within their right. I do however object to any retail being directly in front of an existing house. Flower Mound has long had strong rules regarding signage, the use of particular colors and other esthetic rules. This proposal flies in the face of a town concerned with esthetics. It will look odd, will not fit in with the rest of that corner. I believe it could negatively impact the very expensive homes in that area. The change from agricultural to commercial should be denied.  
Thanks

From: Dawn Mourning  
Sent: Friday, March 23, 2018 2:40 PM  
To: planning <planning@flower-mound.com>  
Subject: Corner of Lusk and 1171

Please consider the residents off Lusk before building anything on that corner. We have only that road to get to all eastern and southern areas of the metroplex. I'm not in favor of CVS coming into our neighborhood.  
Put me down as NO

Dawn Mourning  
Double Oak resident

Sent from my iPad

From: Tracy Mollett

Sent: Friday, March 23, 2018 3:49 AM

To: Place3 - Kevin Bryant; Place1 - Jason Webb; Place2 - Bryan Webb; Place4 - Don McDaniel; Place5 - Claudio Forest

Cc: Mayor - Tom Hayden; Jimmy Stathatos; Matthew Hotelling

Subject: P&Z Agenda items Monday 3/26

Hello- I oppose all of the P&Z agenda items shown below. None will benefit Flower Mound citizens. In fact, they will harm citizens in several ways, including by adding to the already overpopulated transportation corridors we struggle with today.

Please take note of my opposition for your own records, should these items come to your voting attention in future.

Those without voting power on this distribution list, please take note for your own responsibilities and take necessary steps to ensure my opposition is known to appropriate parties.

Please also pass along my opposition to the P&Z committee members, as I do not have their email addresses and am unable to attend Monday's meeting due to personal obligations.

If there is anyone else whom I should contact, please advise me and provide contact information.

Many thanks, gentlemen.

Tracy Mollett

817 Paisley Dr.

Flower Mound 75028

**From:** Jessica Marick

**Sent:** Friday, March 23, 2018 4:06 PM

**To:** planning <planning@flower-mound.com>; Town Council <towncouncil@flower-mound.com>

**Subject:** Say YES to CVS!

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

With the growth happening on the other corners the decision to add a CVS makes sense. Please also realize some of us have insurance that needs to be used at a CVS. This is a fantastic option for us.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Jessica Marick

1416 Elmhurst Lane

Flower Mound, TX 75028

--

Only By Grace,

*Jessica Marick*

**From:** David Graham  
**Sent:** Friday, March 23, 2018 1:53 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** CVS Lusk and 1171

I live in Double Oak and do not want a CVS on the corner of my nice quite neighborhood.

There is a Walgreen less than a mile away on 1171 and a CVS on the other side of Double Oak on 407 and Copper Canyon.

Why in the world do you feel there is a need for another drug store?

I bought in Double Oak years ago to get away from this, the city planning is doing a poor job.

David Graham  
Double Oak, Texas



**From:** WT Goldman

**Sent:** Friday, March 23, 2018 4:16 PM

**To:** planning <planning@flower-mound.com>

**Subject:** Retail zoning on Cross Timbers and Lusk

Dear Sirs/Madames:

I am writing to voice my opposition and concern over the proposed planning and zoning committee's plan to allow retail development on the corner of Cross Timbers and Lusk Lane.

Lusk Lane is in no way able to handle the retail traffic that allowing a store front to be built would bring. To wit, even now when the seasonal business (Christmas, Halloween) is open and in full force, the traffic on Lusk backs up already.

Sincerely,

William T. Goldman

**From:** Sara Dodson

**Sent:** Friday, March 23, 2018 1:52 PM

**To:** planning <planning@flower-mound.com>

**Subject:** land use designation for CVS

I wanted to put in writing my opposition to changing the land use designation from estate residential to retail at the corner of 1171/Lusk. We do not want retail in that area. Please leave the land designation as is. I believe it would be detrimental to the area. People bought homes in that area based on the land designation. Please don't change it.

Thank you,

Sara Dodson

4200 Blue Grass Ct.

Flower Mound, TX 75028

From: Tony Cutia  
Sent: Friday, March 23, 2018 1:51 PM  
To: planning <planning@flower-mound.com>  
Subject:

To Planning and Zoning

My name is Anthony Cutia and I am a resident at 6901 Wind Swept Court, in Flower Mound, Texas. I am against the zoning change to allow the CVS Drugstore at the pumpkin patch, Lusk and 1161

Tony Cutia, P.E.

From: Laura Cutia  
Sent: Friday, March 23, 2018 1:37 PM  
To: planning <planning@flower-mound.com>  
Subject: Against the CVS

Dear Planning and Zoning,

My name is Laura Cutia and I reside at 6901 Wind Swept Court in Flower Mound. I am against the zoning change to allow the CVS drug store at the Pumpkin Patch, Lusk & 1171.

Laura Cutia

Sent from my iPhone

**From:** Guy M  
**Sent:** Monday, March 26, 2018 7:48 AM  
**To:** kristin m  
**Cc:** planning <planning@flower-mound.com>; KC Walsh ; Kathryn Wells  
**Subject:** Re: CVS 10907

P&Z Members,

Re: MPA17-0014 and ZPD17-0018 (or CVS #10907)

To add to my wife's concern of why we are opposed to additional retail being allowed of farm land of Flower Mound I would like the P&Z members to take into consideration the validity of the CVS business model itself. Amazon is currently in the process of moving into the pharmaceutical retail business arena which will be in direct competition with CVS. CVS is already seeing the Amazon effect directly impact their bottom line. If you would like additional articles on how Amazon is undercutting CVS bottom line I would be happy to send to the council. Allocating this land to CVS not only changes the landscape of Flower Mound but opens our community to the possibility of an empty building in the next 5 years if CVS were to be built on the property mentioned.

Flower Mound has a unique opportunity to separate itself from the other cookie cutter communities that surround the DFW metroplex. With the beauty of the hills (not found else where in the DFW communities), large lot sizes and the outdoor activities of Lake Grapevine (specifically Twin Coves) our community is truly in a unique position to be seen as a place to experience the beauty of nature.

Please oppose this proposition and keep Flower Mound unique!

Guy Mrnustik

On Sun, Mar 25, 2018 at 8:50 PM, kristin m wrote:

Re: MPA17-0014 and ZPD17-0018 (or CVS #10907)

We completely OPPOSE CVS or any other retail coming to the beautiful farm land of Flower Mound. Many people come to the city of Flower Mound because it offers something unique. The more we build , the more we are just another suburb with numerous housing developments, traffic and too many retail stores. Please keep our city unique to all the others and preserve the nature and beautiful grasslands.

Please distribute to all P&Z members.

Thank you  
Kristin and Guy Mrnustik  
7330 fair lake rd

Sent from my iPhone

Additional Correspondence

**From:** Rachel Dunn

**Sent:** Sunday, March 25, 2018 7:44 PM

**To:** Town Council <towncouncil@flower-mound.com>; planning <planning@flower-mound.com>

**Subject:**

Mayor, Council, and Planning & Zoning Members:

I am in support of the proposed CVS on 1171 and Lusk Ln.

Jan Balekian has done an exceptional job of providing our town with a place they can create lasting memories each October. I attend the Flower Mound Pumpkin Patch every year with my family. My nieces, nephews, and step-children have had a blast playing on the bounce houses, riding the hayrides, picking out pumpkins to carve, and taking photos with all the characters Jan hand paints each year. Visiting the pumpkin patch has not only become a tradition for us but many others from all over DFW. The Flower Mound Pumpkin Patch brings a large number of visitors to our beautiful town every October which supports other businesses in the area, as most of the visitors head further into town to grab a bite to eat after a day at the Patch. I strongly urge you to vote in favor of the proposed CVS plan which will allow Jan to continue living on her property and carry on the great tradition of the Flower Mound Pumpkin Patch that has not only brought all of us years of wonderful memories but will hopefully bring future generations the same.

Thank you in advance,

Rachel Dunn Pasion

5100 Alexander Drive

Flower Mound, TX 75028

**From:** The Favorite Spot

**Sent:** Sunday, March 25, 2018 2:38 PM

**To:** planning <planning@flower-mound.com>

**Subject:** MPA17-0014 and ZPD17-0018 (or CVS #10907)

Attachment 3: Additional Correspondence

Dear Flower Mound P&Z,

I am writing regarding the subject master plan amendment request. I am against it and I ask you to vote against it.

The Cross Timbers Conservation Development District and Cross Timbers Protected area have been encroached upon too over the years. I don't live close to it but I know some very nice folks that do. I drive through there on a regular basis - it's beautiful! If the pumpkin patch owners want to sell part of their land then more power to them. Let the new owners develop it the way they want to develop it under the current zoning laws that are in place. We should continue to preserve the Cross Timbers ecosystem and other natural systems that we have in Flower Mound. Let's not encroach on that area any more. The CTCDD and the surrounding Cross Timbers Protected area are a few of the things that makes Flower Mound special. Please vote against the master plan amendment request.

A majority of the folks that live in that area do not want retail. That is why they moved there. No retail is what they were promised. They understand that when they need to shop for retail items that they are going to have to drive a few miles. That is what they choose to do. Adding retail in that area does not help those Flower Mound residents. They do not want it.

Please distribute my comments to all P&Z members.

Thank you!

Ray Cozza

2228 Golden Arrow Drive

Flower Mound, TX

75028

From: Nicole kulas  
Sent: Sunday, March 25, 2018 10:39 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS at the corner of Lusk and Cross Timbers Road  
Importance: High

To Whom it May Concern,

My husband and I are against this change of zoning at the corner of Lusk road and Cross Timbers road. We feel that the opposite corners will already add too much additional traffic for Lusk road. Furthermore, we already have several pharmacies that are within a mile of the proposed location and a CVS at Target in Flower Mound and nearby in Lantana on Justin road. Furthermore, there additional CVS and Walgreen's stores in Flower Mound , not to mention several local pharmacies and all the grocery stores that also provide the same items. We believe that the over development of this Flower Mound intersection is not beneficial to the community.

Many people choose to live in the area because there are trees, a rural feel with many comforts. However, we are different than Frisco that has over-developed with an alarming amount of traffic. We understand that development is going to happen but we need limits, need to think about the future, and what the people of Flower Mound truly want and the City Council needs to represent the majority of whats best for all. A better location for a CVS would be closer to Canyon Falls neighbor-hood ; maybe at the intersection of 377 and Cross Timbers Road- this would better support the numerous homes in that area. Those that live in the Wellington and Bridlewood areas have all we need.

Please note that we are concerned citizens and don't take this expansion lightly. Please take into consideration the thoughts of many who live in the local area.

Sincerely,

Flower Mound, TX

75028



From: Amy  
Sent: Sunday, March 25, 2018 2:38 PM  
To: planning <planning@flower-mound.com>  
Subject: MPA17-0014 and ZPD17-0018 (or CVS #10907)

Please distribute my comment to all P&Z members.

Please vote NO in regards to MPA17-0014 and ZPD17-0018 (or CVS #10907) as this is residential and needs to be kept as intended.

I would prefer my name and email be removed from any official documentation.

Thanks,

Amy Lasseigne

From: Rachelle Loconte  
Sent: Sunday, March 25, 2018 2:13 PM Page 188 of 319  
To: planning <planning@flower-mound.com>  
Cc: Katy Grote  
Subject: CVS

Attachment 3: Additional Correspondence

Please do not allow CVS to build on Lusk/1171. It is not in the town's master plan and no need for another pharmacy to be built. Building a CVS will lead to a strip mall and ruin the essence of a relaxed neighborhood. No need for more commerce, we'er being bombarded with it! Unless the town is trying to be a city!! The traffic in that area will increase due the the charter school that will be opening in the Fall, along with the upcoming building of St. Philips.

Please vote against another pharmacy/strip mall to be built, which will make our neighborhoods look trashy!

Regards,

Rachelle Loconte

**From:** Latin Girl  
**Sent:** Sunday, March 25, 2018 9:24 AM  
**To:** Town Council <towncouncil@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** Pumpkin Patch zoning project

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Alice Hill

1531 S Hwy 121

Lewisville Tx 75067

From: Lori Wilkins  
Sent: Monday, March 26, 2018 8:11 AM  
To: planning <planning@flower-mound.com>  
Subject: CVS

I am opposed to the master plan amendment allowing the development of the CVS at Lusk and Cross Timbers Thank you

**From:** Deborah Fitzpatrick

**Sent:** Monday, March 26, 2018 11:46 AM

**To:** planning <planning@flower-mound.com>

**Subject:** Re: Request for CVS on 1171 (Pumpkin Patch)

As a 20 year resident of Flower Mound, I moved to this town because of the beautiful rural scenery, the trails, the Master Plan and the (at the time) very deliberate controlled growth and zoning that was unique in the DFW area. Recognizing that we are growing and things must change, I understand the difficult position that your commission often finds itself. I have read the letter that the owner, Jan, has written about her challenging circumstances. And I understand every land owners right to sell their property. But I do not think that their right supersedes those of a whole town when it comes to changing the zoning or the "feel" of a community. These are changes that we will all live with for the rest of our lives, and to make accommodations for a single individual while the rest of the town suffers the consequences seems to me, in the bigger picture, grossly unfair. Our town, west of 2499, is the last vestige of what Flower Mound was and could remain with the right kind of building, set backs, and allegiance to the Master Plan. Even visitors are disheartened to see how our town has changed with neon signs, overbuilding of high density homes, crowding of nail salons, donut shops and restaurants that can't stay in business because of too much competition. I implore you all to consider the future of town, and to get off of this very slippery slope we have been on. You have to the chance to make Flower Mound special, and not another Plano, Frisco or Lewisville. Allow us to have a unique and special personality that we can all be proud of, you can leave as your legacy. Please do not approved this request for a CVS on this property.

Best,

Deborah Fitzpatrick

2908 Raven Cir

Flower Mound

**From:** Kathleen  
**Sent:** Monday, March 26, 2018 11:53 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** MPA17-0014 and ZPD17-0018 (or CVS #10907)

To P&Z:

For distribution to all P&Z members.

**Please DENY the requests for Rezoning (ZPD 17-0018) and the Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907).**

If retail is allowed on farmland, there will be increased traffic and congestion, and we can say good-bye to the rural feel of our unique town. The “camel’s nose” will now be in the tent, and it won’t be long before the rest of the “animal” (retail development) pushes its way in and takes over more and more of the natural areas that we residents treasure.

Thank you.

Kathleen

Kathleen L. Hawkins  
3209 Lakewood Lane  
Flower Mound, TX 75022

**From:** kcwalsch

**Sent:** Monday, March 26, 2018 1:45 PM

**To:** planning <planning@flower-mound.com>

**Subject:** Opposition to CVS 10907 / MPA 17-0014 & ZPD 17-0018

Dear Planning & Zoning Commission,

I am opposed to the CVS proposal at Lusk & Cross Timbers and ask you to please deny both the rezoning and MPA requests.

Development within the CTPA 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.

A CVS located at this corner does not accomplish any kind of preservation or adherence to the land designation, in fact it does the opposite.

I appreciate your service to the Town,

KC Walsh

3525 High Rd FM TX 75022

**From:** Robert Rose

**Sent:** Tuesday, March 27, 2018 5:06 PM

**To:** planning <planning@flower-mound.com>

**Subject:** REZONING REQUEST and a MASTER PLAN AMENDMENT request: MPA17-0014 – CVS Pharmacy #10907

Hello. I am writing regarding the possible zoning and Master Plan changes listed below:

REZONING REQUEST and a MASTER PLAN AMENDMENT request: Public Hearing to consider a request for a Master Plan Amendment (MPA17-0014 – CVS Pharmacy #10907)

I would like to express my opposition to these changes. I would like that section of land to stay as rural as possible, and certainly not become retail. In general, I feel that Flower Mound already has way too much retail, and development to date has negated many of the reasons that I relocated here 10 years ago.

Please share my views with the appropriate Town personnel, officials, and boards.

Thank you very much.

Respectfully,

Robert E. Rose

3408 Lauren Way

Flower Mound



From: Pamela Williams  
Sent: Tuesday, March 27, 2018 5:23 AM  
To: Town Council <towncouncil@flower-mound.com>; planning <planning@flower-mound.com>  
Subject: Proposed CVS vote

Mayor, Council and Planning and Zoning Members,

I'm am in support of the proposed CVS at 1171 and Lusk Lane. Jan Balekian has been a great business owner in Flower Mound bringing thousands of people every October to support our beautiful community.

I urge you to vote in favor of the proposed CVS Pharmacy so she can continue to live on her property and further the great tradition of The Flower Mound Pumpkin Patch for generations of children to come.

Thank you in advance,

Pamela Williams

Sent: Tuesday, March 27, 2018 12:37 PM  
To: planning <planning@flower-mound.com>  
Subject: Cvs

To the FM board,  
I am a registered voter & resident of flower mound. I would NOT like to see a cvs go up at the corner of Lusk & 1171. Please don't open up more areas for strip malls. Our flower mound has too much traffic & shopping areas already! Thank you

Dipa Mair

From: Rene Brady  
Sent: Friday, March 30, 2018 12:12 PM  
To: TownSecretary  
Subject: I do not support the rezoning of 1171 and Lusk.

**From:** Laurie Appelbaum  
**Sent:** Tuesday, April 3, 2018 8:47 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Re-zoning at 1171 and Lusk

Please do not change the zoning on the land located at the corner of 1171 and Lusk to Retail. I am opposed to the construction of a CVS store or other business on that corner.

There are already many CVS stores as well as Walgreen drugstores to choose from! The commercial building is getting out of control and we need to slow it down.

Thank you!

Laurie Appelbaum

From: Kevin Robbins  
Sent: Friday, March 30, 2018 6:37 PM  
To: TownSecretary  
Subject: Re zoning

I am not in favor of the re-zoning to Retail at 1171 and Lusk. I am a homeowner, in Bridlewood, who lives just off of Lusk. I'm concerned about the excess traffic that a CVS or any other business would bring on that corner.

Kevin Robbins

**From:** Ciara Berry  
**Sent:** Monday, April 2, 2018 10:58 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Opposition to MPA17-0014 – CVS Pharmacy #10907

Town Council,

My family and I urge you to vote NO to the Master Plan Amendment and Rezoning Request on the property located at Lusk and Cross Timbers. A CVS on that corner provides NO benefits to the members of this town or the residents in close proximity. A pharmacy there is just ridiculous and unnecessary and detrimental to the overall appeal of Flower Mound.

Ciara and William Berry  
3357 Rolling Hills  
Flower Mound, TX 75022

From: Sara Pellegreen  
Sent: Saturday, March 31, 2018 1:13 PM  
To: TownSecretary  
Subject: Zoning

To Whom It May Concern:

I am writing in response to the building occurring at 1171 and Lusk. I am not in favor of this land being retail. Enough is enough! I do not wish yet another CVS or other retail business in this area. We truly have enough and do not need this.

Sincerely,

Sara Pellegreen

Sent: Friday, March 30, 2018 8:42 AM  
To: TownSecretary  
Subject: Rezoning corner of Lusk @ 1171

I do not support the re-zoning of the land on the corner of 1171 and Lusk to retail and I am opposed to the construction of a CVS store or other business on that corner. The open space feel of Flower Mound is quickly disappearing. Let's finish leasing the new (and old) retail spaces that sit empty before we add new ones to the mix. Within a 1.7 mile radius of my home, I have two other options for CVS, as well as a Walgreens and two grocery store Pharmacies. Businesses cannot thrive when we continue to eat away at the customer base.

Thank you,  
Janice Walsh



From: Dawn Robbins  
Sent: Friday, March 30, 2018 3:43 PM  
To: TownSecretary  
Subject: Opposition to Zoning Request

To whom it concerns,

I'm writing to make known I do not support the re-zoning of the land on the corner of FM 1171 and Lusk to Retail and I am, furthermore, opposed to the construction of a CVS store or other business on that corner. My home is directly impacted by the traffic problems that will inevitably result from more commercial construction on that corner.

With appreciation,  
Dawn Robbins  
4917 Joshua Drive,  
Flower Mound

**From:** Brent Elkins  
**Sent:** Wednesday, April 4, 2018 10:49 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** FW: P&Z - CVS 1171/Lusk Lane

I **OPPOSE** the request change for a CVS addition at the corner or 1171/Lusk Lane in FM. We do not need/and or want it. Please vote **NO** and conserve the beauty of our Town.

Kind regards,

Julee Elkins

7404 Palomino Circle

Flower Mound, TX. 75022

**From:** Lori Segura  
**Sent:** Thursday, April 5, 2018 10:40 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** CVS at Lusk and 1171

Dear Sirs:

I am opposed to a CVS being built at Lusk and 1171.

Certainly we have too many pharmacies close by!  
One at 1171 and Bruton Orand  
and one at 3040 and 377

If it needs to be developed please could we get something we don't already have?

I am opposed to CVS

Lori Segura  
1171 Immel Rd  
Flower Mound

From: Julie Johnson  
Sent: Friday, April 6, 2018 8:48 AM  
To: planning <planning@flower-mound.com>  
Subject: Development off Lusk Lane

I am strongly opposed to the proposed CVS at Lusk Lane. The rural atmosphere of the area needs to be preserved. We have another drugstore plus a grocery that carries a drugstore less than a mile away. Must we pollute the beauty of Flower Mound with still more cement and another box business, when it is clearly not needed by the area residents?

Regards,

Julie Johnson

**From:** Lori Segura  
**Sent:** Thursday, April 5, 2018 10:40 AM  
**To:** planning <planning@flower-mound.com>  
**Subject:** CVS at Lusk and 1171

Dear Sirs:

I am opposed to a CVS being built at Lusk and 1171.

Certainly we have too many pharmacies close by!  
One at 1171 and Bruton Orand  
and one at 3040 and 377

If it needs to be developed please could we get something we don't already have?

I am opposed to CVS

Lori Segura  
1171 Immel Rd  
Flower Mound

**From:** Carolyn Costanza  
**Sent:** Monday, April 9, 2018 2:04 PM  
**To:** Richard Brown <richard.brown@flower-mound.com>  
**Subject:** Proposed CVS rezoning request on 1179 near Lusk Lane

hi, I just wanted to bring up some things about this proposed zoning change that I object to.

1. I live in Saddlewood which is right by the proposed CVS location and this commercial building just does not belong next to a new residential area
2. The traffic coming and going into CVS would be a mess as it would impact traffic turning into Lusk or even going straight out 1171.
3. Saddlewood was developed with the agriculture zoning in place and the Pumpkin Patch and Christmas Tree lot was known but seasonal so I can live with that.
4. I love seeing the horses and animals so have no problem with the agriculture designation but definitely do not approve of it changing to commercial.
5. I think this change would impact the Saddlewood residential development as I can't imagine anyone wanting to build a nice home, like the rest of Saddlewood, and be backed up against a CVS business.

Hopefully you will take my concerns to heart and vote against this zoning change. I will try to make it to the Council meeting on Apr 16.

Thank you,

Carolyn Costanza

4500 Saddlewood Drive

Flower Mound, TX 75028

Dear sir/ma'am,

As a resident of Flower Mound, I am ***against*** the proposed change in zoning for the corner of Lusk and FM 1171 from agricultural/estate residential to retail.

Thank you very much,

Nat Pope

4720 Amble Way

Flower Mound

**From:** Ma, Yu-luen

**Sent:** Tuesday, April 10, 2018 5:46 PM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** Voting against re-zoning

Hi, I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail. Thank you.



**From:** Laura L Thompson  
**Sent:** Tuesday, April 10, 2018 5:37 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Againgest CVS

To whom it may concern,I am against the development of a CVS or any other business on the corner of Lusk Ln.and 1171, and opposed to the re- zoning of this land from Agricultural/Estate Residential to retail.Texas is getting to commercialized. The wide open spaces are slowly disappearing, they need to limit land so we don't get overpopulated. Lets leave room for nature. Texas is know for wide open spaces.

Laura L Thompson  
4509 Pacer Way  
Flower Mound Texas 75028

**From:** Lorraine Schneider  
**Sent:** Tuesday, April 10, 2018 4:13 PM  
**To:** TownSecretary <townsecretary@flower-mound.com>  
**Cc:** planning <planning@flower-mound.com>  
**Subject:** I am against the development of a CVS or any other business on the corner of Lusk and 1171

Town council and who it may concern,

I know the town of Flower Mound is growing, however it is somehow losing its "country charm". I strongly oppose the development of a CVS (we already have one on Long Prairie / Morris) or any business on the corner of Lusk and 1171, along with the re-zoning of this land from Agricultural/Estate Residential to retail. Enough is enough, please.

Thank you for listening,

Mrs. Lorraine Schneider  
4509 Pacer Way  
Flower Mound, Texas 75028

Attachment 3: Additional Correspondence

**From:** Kevin Stoner  
**Sent:** Tuesday, April 10, 2018 2:15 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** Stop CVS--and the re-zoning of the property on the corner of Lusk Ln and 1171 in Flower Mound

To Whom It May Concern,

I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail.

Thank You,  
Kevin Stoner

**From:** Blake Anderson

**Sent:** Tuesday, April 10, 2018 3:02 PM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** Rezoning/CVS

I am utterly and completely opposed to development of a CVS or any other business on the corner of Lusk and 1171. This plot of land is one of the traditions in Flower Mound and the development of retail in this section of land is nothing but a degradation of the customs of the people of the Town of Flower Mound. I am surprised to think that this has even been brought up as an idea, and all of Flower Mound would agree to keep this part of the town how it is.

Blake Anderson

**From:** Lisa Perry

**Sent:** Tuesday, April 10, 2018 11:40 AM

**To:** planning <planning@flower-mound.com>; TownSecretary <townsecretary@flower-mound.com>

**Subject:** DENY rezoning at corner of Lusk/1171

Dear Flower Mound Town Council/Planning and Zoning,

My name is Elizabeth Perry, and I live in Flower Mound off of Lusk Road. I am writing to you to express my view on the possible rezoing of the corner of Lusk and 1171. When I moved here approximately 8 years ago, this parcel of land was zoned agricultural/Estate Residential. I purchased my home where I did for many reasons, but being close to this intersection and knowing that it was NOT zoned retail was one of them. I used to live in Plano, and moved from there because it was too built up. That was what attracted us to Flower Mound. Not as built up in retail, etc.... and lots of open countryside and ranches.

Please do NOT rezone this corner on Lusk and 1171 to retail now or ever!

Sincerely,

A concerned homeowner in Flower Mound

Elizabeth Perry

5013 Glenshire Drive

Flower Mound, TX 75028

**From:** Brent Blankenship  
**Sent:** Saturday, April 7, 2018 3:00 PM  
**To:** planning <planning@flower-mound.com>  
**Subject:** no CVS and irresponsible development

Please do not approve the CVS at the pumpkin patch.

Its Land Designation is the CTPA: 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.

 **Brent Blankenship**

From: Mark Ruckman  
Sent: Tuesday, April 10, 2018 10:13 AM  
To: planning; TownSecretary  
Subject: CVS

Hi, this AM I found the attached letter in my mailbox from an unknown person or corporation fighting CVS.

First this was illegally placed in every mailbox and I bet USPS would love to speak with the organizers.

Second, I have met the landowner of the proposed parcel, he took me & my son on a tour of his land because my son enjoys watching his cattle. He should have every right to sell his land. Where was the outrage when the CAC or Church bought land on the other corners of this intersection?

Third, the organizers of this campaign have not expressed their motives and that makes this highly suspect.

In the interest of full transparency I am a citizen of Flower Mound who also happens to get 100% of my income from consulting for CVS at their corporate office on private label products. Please continue to do the right thing and don't let hidden agendas win.

Mark Ruckman

## STOP CVS

and the re-zoning of the property on the corner of Lusk Ln. and 1171 in Flower Mound

*can I help?*

**Send an email:** By Sunday April 15, send an email to [planning@flower-mound.com](mailto:planning@flower-mound.com) and to [townsecretary@flower-mound.com](mailto:townsecretary@flower-mound.com) stating "I am against the development of a CVS or any other business on the corner of Lusk and 1171, and opposed to the re-zoning of this land from Agricultural/Estate Residential to Retail".

**Join Us In Person:** Attend the Flower Mound Town Council meeting on Monday, April 16th 6:00 PM at 2121 Cross Timbers Road, Flower Mound, to express your concern and/or vote "no" in person. Check the town website at [flower-mound.com](http://flower-mound.com) for updates or changes.

*Please send an email even if you plan on attending the meeting.*

Thank you for your support. Your vote matters.





## TOWN COUNCIL AGENDA ITEM NO. 20

### REGULAR ITEM

---

**DATE:** April 16, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Specific Use Permit No. 451 (SUP17-0008 – Wichita Trail Cell Tower) to permit a communication tower, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Wichita Trail and east of Skillern Road. *(The Planning and Zoning Commission recommended denial by a vote of 5 to 1 at its March 12, 2018, meeting.)***

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached (Attachment 3).

During the discussion at the P&Z public hearing, the following concerns were raised by commissioners and members of the public:

- Whether the height and structural size of the cell tower is appropriate for a residential area
- Whether the tower is necessary, considering newer small cell technology

In consideration of the above referenced public input as well as additional comments gathered from a community meeting held the week of April 2, 2018, the applicant has reduced the height of the proposed tower from 135 feet to 95 feet. The attached ordinance (Attachment 2) incorporates the revised tower height.

#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

**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 a request for a Specific Use Permit No. 451 (SUP17-0008 – Wichita Trail Cell Tower) to permit a communication tower, and adopt an ordinance providing for said amendment.



## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

---

**DATE:** March 12, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Specific Use Permit No. 451 (SUP17-0008 - Wichita Trail Cell Tower) to permit a communication tower. The property is generally located north of Wichita Trail and east of Skillern Road.**

---

### I. ITEM SUMMARY

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

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-451) to construct a 130-foot-tall communication tower on a 1,617-square-foot internal parcel (land lease from property owner) of land currently zoned Agricultural District (A). Section 98-252 of the Land Development Regulations requires Town Council approval of an SUP to construct a Commercial Communication Tower within the Agricultural District.

The concept plan depicts the 130-foot-tall, self-support tower, associated equipment cabinet, and an eight-foot-tall masonry enclosure to be constructed within the above referenced internal parcel, which is a part of the 4.38-acre tract. The property is developed with a church (St. Nicholas Episcopal Church), outside amenity areas, and surface parking. Additionally, a mausoleum permitted under SUP-3 exists on site. As depicted on the attached elevations, the design will create a stealth tower, in that all antenna infrastructure is located internal to the cross.

The conceptual landscape plan provides for required screening for the proposed use. The conceptual elevations will provide for a stone enclosure with materials to match those on the main church building. The tower facades and cross will be finished in earth tones that are compatible with paint finishes utilized on the various buildings on the property.

Section 98-977 of the Code of Ordinances contains additional provisions for the construction of commercial communication towers (see below). All 13 requirements

either have been met or will be met through the permitting processes of the Town, the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), and any other governing agencies.

**Sec. 98-977. - Communication tower, commercial.**

A commercial communication tower shall comply with the following standards:

- (1) Height. The height of commercial communication towers shall be measured from the average grade of the ground adjacent to the base to the highest point on the structure. If located on a building, the height of the tower shall include the height of the building. Commercial communication towers shall not be subject to the height regulations of the district in which they are located, provided that they shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.
- (2) Setbacks. The principal support structure of all commercial communication towers shall conform to the minimum setback standards of the district in which the use is located. In addition, the following setback standards shall apply to all commercial communication towers:
  - a. Commercial communication towers shall be located so as to provide a minimum distance from the tower to all property lines equal to 20 percent of the height of the tower.
  - b. Commercial communication towers shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
  - c. Commercial communication towers shall be set back a minimum of 50 feet from any property line adjacent to a residential district.
- (3) Residential districts. When a commercial communication tower is proposed in or adjacent to a residential district, it shall be demonstrated that existing or approved commercial communication towers within the proposed service area cannot accommodate the equipment planned to be located on the proposed commercial communications tower. Factors to be considered in evaluating the practicality of siting a tower would include structural capacity, RF interference, geographic service area requirements, and cost (if fees and costs for sharing would exceed the cost of the new tower).
- (4) Anchor location. Commercial communication tower peripheral supports and guy anchors may be located within required yard setbacks, provided that they shall be located entirely within the boundaries of the property on which the tower is located and shall be located no closer than five feet from any property line and no closer than 20 feet from a property line if the tower is adjacent to a single-family residential district or residential uses. All commercial communication tower supports and peripheral anchors shall be set back a minimum of 50 feet from any existing or planned street right-of-way line.
- (5) Location of accessory structures. All structures accessory to a commercial communication tower, other than peripheral guy anchors, shall conform to the setback standards for the district in which the use is located.
- (6) Fencing. A solid fence or wall of brick, stone or approved masonry construction not less than eight feet in height from finished grade shall be constructed around each commercial communication tower and around each guy anchor, if used. Access to the tower shall be through a locked gate. Barbed wire shall be used along the top of the fence or wall if it is necessary to preclude unauthorized access to the tower.

- (7) High voltage signs. If high voltage is necessary for the operation of the commercial communication tower and, it is present in a ground grid or in the tower, signs located every 20 feet and attached to the fence or wall shall display in large bold letters the following: "HIGH VOLTAGE - DANGER."
- (8) Landscaping and screening. Commercial communication towers shall comply with the screening requirements of section 82-301 of this Code, residential compatibility standards, subject to the following provisions:
  - a. The landscape screen or wall shall be placed around the perimeter of the tower and any accessory structures, including guy anchors, provided that the screening requirement shall be waived when the base of the tower is not visible from adjacent lots or rights-of-way. Landscaping shall be placed on the outside of fences.
  - b. The requirements of section 82-303 of this Code, compatibility setback, shall not apply to commercial communication towers.
- (9) Additional uses permitted on lot. Commercial communication towers may be located on lots containing another principal use, and may occupy a leased parcel on a lot meeting the minimum lot size requirement of the district in which it is located. Towers and their associated equipment shall be separated from other structures on the lot by a minimum distance of 50 feet.
- (10) Aircraft hazard. Commercial communication towers shall not encroach into or through any established public or private airport approach path as established by the Federal Aviation Administration.
- (11) Shared use. To encourage shared use, all applicants for commercial communication towers shall issue and advertise for a two-week period a request for information (RFI) to obtain information from potential lessors.
- (12) Removal of obsolete facilities. All obsolete or unused commercial communication towers shall be removed within 12 months of cessation of use.
- (13) Radiation standards. A commercial communication tower shall comply with current Federal Communications Commission standards for nonionizing electromagnetic radiation (NIER).

### **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 Specific Use Permit requests. At the time this report was written, staff had received one piece of correspondence in support of the request.

### **IV. ATTACHMENTS**

#### **A. Background Information**

1. Vicinity Map
2. Letter of Intent

#### **B. Application Details**

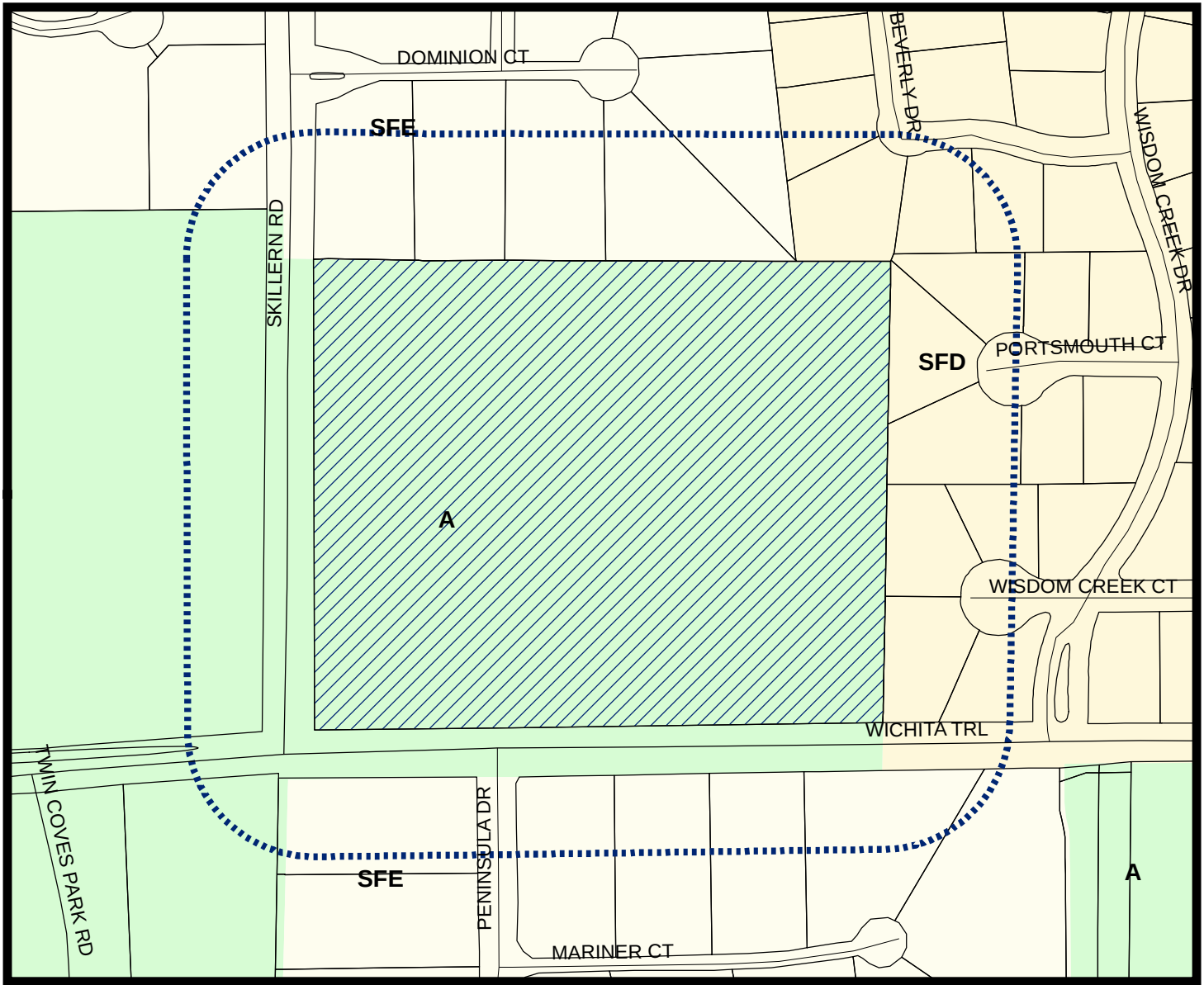
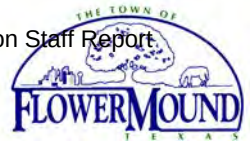
1. SUP Package

#### **C. Correspondence**

1. Correspondence in Support

# Vicinity Map

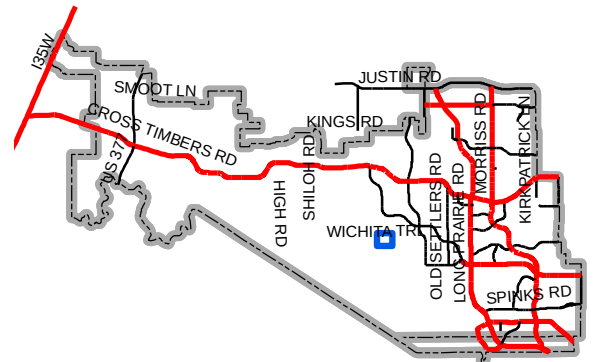
Reference Project: SUP17-0008



## LEGEND

- Agriculture
- Single Family Density
- Single Family Estate

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



Letter of Intent.

Verizon Wireless Communication Tower and Co-location

4800 Wichita Trail, St. Nicholas Church, Flower Mound, TX

Specific Use Permit for a Communication Tower, Commercial

Verizon Wireless is requesting a Specific Use Permit (SUP) for a Communication Tower to allow the construction a stealth communication tower with a maximum height of 130 feet. The proposed tower is to be located on the premises of St. Nicholas Episcopal Church at 4800 Wichita Trail (2700 Skillern Road). The proposed tower and associated equipment area will allow the co-location of up to three wireless providers.

The existing church site is approximately 16 acres and is zoned an A Agriculture district. The site is developed with a church and associated mausoleum. The Agriculture district allows a communication tower, commercial with an SUP. The proposed tower will be sited approximately 250 feet south of the single family homes to the north that back up to the church and approximately 200 feet from the church/private school located across Skillern Road to the west.

The tower will be a 'stealth' tower with a cross symbol located on the top. The height is dictated by the City, and Verizon's, desire to allow co-location of other wireless providers. Verizon has reached out to the other providers in the area and are working with T-Mobile to locate on the tower and in the equipment area. There will still be available space on the tower and the ground for one additional provider.

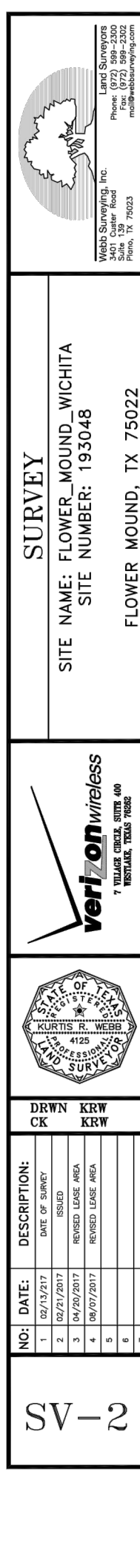
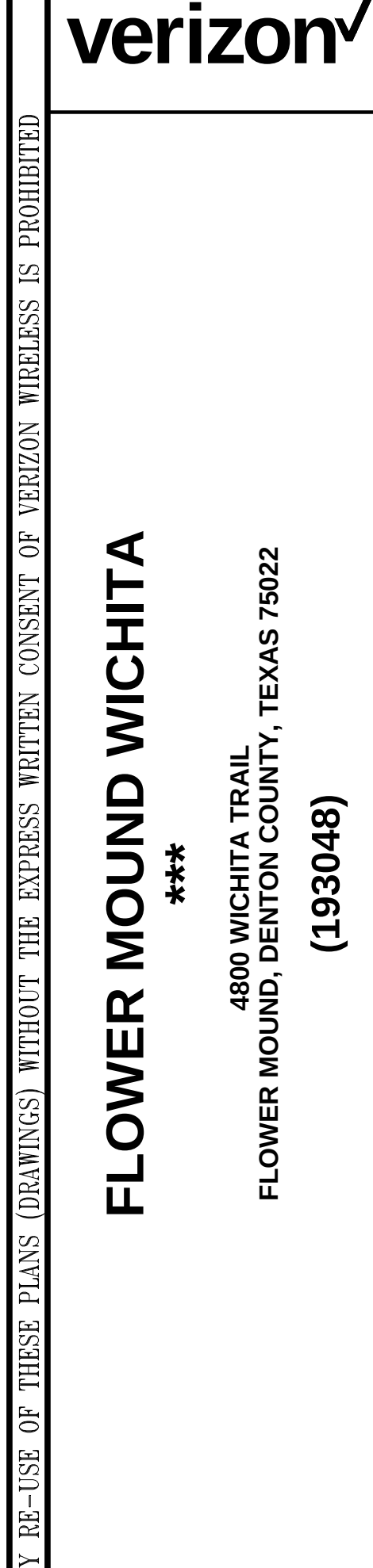
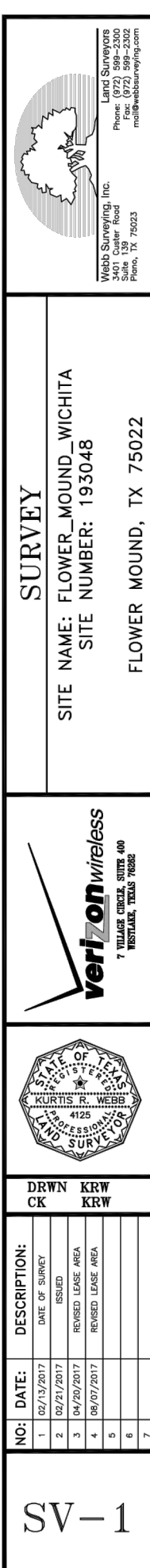
The proposed equipment yard will be surrounded by an eight foot in height masonry wall which will be faced with stone. Landscaping will also be provided to soften the effect of the stone wall. With the site containing 16 acres the location can be placed such that existing trees located between the tower and the existing homes to the north can remain in place.

A handwritten signature in blue ink, appearing to read 'Karl A. Crawley'.

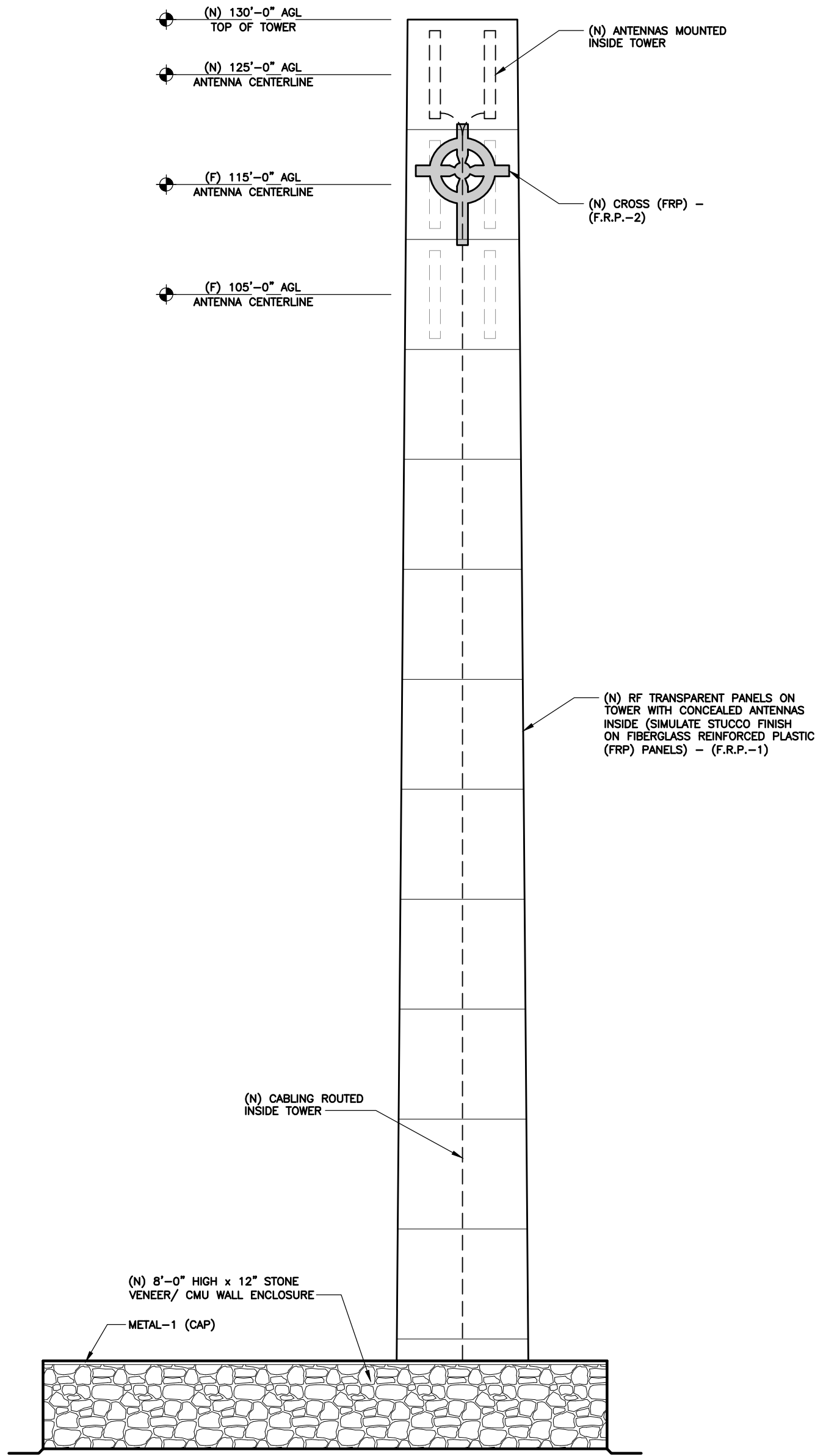
Karl A Crawley, President

MASTERPLAN, Authorized Representative for Verizon Wireless





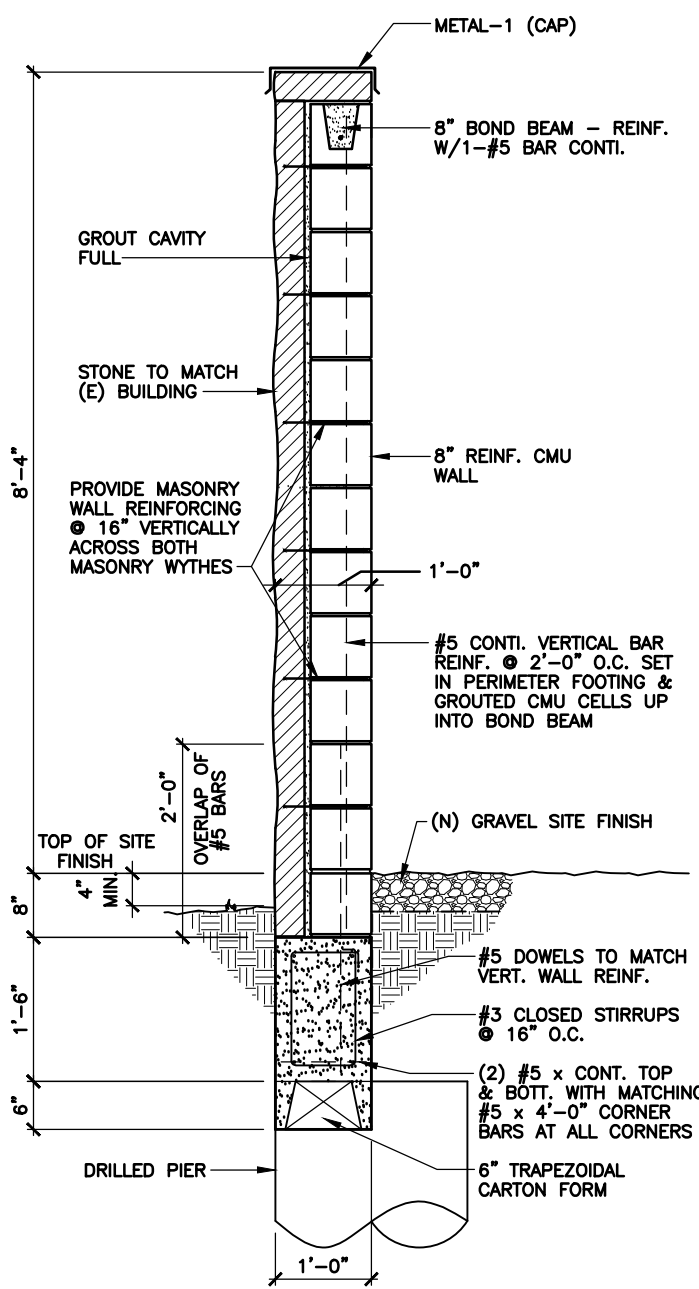




1 SITE ELEVATION  
SCALE: 3/32" = 1'-0"



2 SITE PHOTOGRAPH  
PROPOSED WALL DESIGN

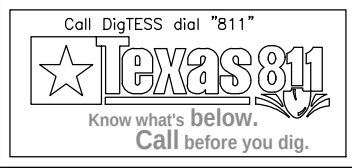


3 WALL SECTION  
SCALE: 3/4" = 1'-0"

(N) = NEW LESSEE  
(E) = EXISTING  
(F) = FUTURE

| EXTERIOR FINISH MATERIAL SCHEDULE |                    |                                           |                      |
|-----------------------------------|--------------------|-------------------------------------------|----------------------|
| MATERIAL                          | MANUFACTURER       | COLOR                                     | DESCRIPTION          |
| METAL - 1                         | WELD SHOP - T.B.D. | SHERWIN WILLIAMS (SW 6132) RELIC BRONZE   | METAL GATE PANELS    |
| STONE                             | T.B.D. (NATIVE)    | BROWN                                     | STONE                |
| F.R.P. - 1                        | STEALTHSITE.COM    | SHERWIN WILLIAMS (SW 6085) SIMPLIFY BEIGE | RF TRANSPARENT PANEL |
| F.R.P. - 2                        | STEALTHSITE.COM    | SHERWIN WILLIAMS (SW 6132) RELIC BRONZE   | RF TRANSPARENT PANEL |

|                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY APPROVAL STAMPS                                                                                                                                                                                |
| ZONING CASE NUMBER<br>SUP17-0008                                                                                                                                                                    |
| CONCEPTUAL ELEVATION SHEET                                                                                                                                                                          |
| TOWER OWNER: VERIZON WIRELESS                                                                                                                                                                       |
| LEGAL DESCRIPTION<br>PARENT TRACT                                                                                                                                                                   |
| OWNER: ST. NICHOLAS CHURCH<br>4800 WICHITA TRAIL<br>8703 348-7059                                                                                                                                   |
| JOHN WEST SURVEY, ABSTRACT NO. 1414<br>DENTON CAD APP. 3788<br>DEED REF.: VOL. 486, PG. 701<br>G.R.O.C.T.                                                                                           |
| 0.0371 ACRE OF A TRACT OF LAND SITUATED IN THE 2.M. GIBSON SURVEY, ABSTRACT NO. 459, TOWN OF FLOWER MOUND, DENTON COUNTY, TEXAS, OF SAID PROTESTANT EPISCOPAL CHURCH TRACT BY VOLUME 596, PAGE 546. |



verizon

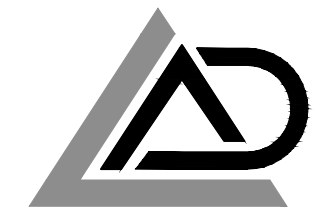
FLOWER MOUND WICHITA  
\*\*\*  
4800 WICHITA TRAIL  
FLOWER MOUND, DENTON COUNTY, TEXAS 75022  
(193048)

APPROVAL SIGNATURES  
LANDLORD  
LEASING  
CONSTRUCTION

02.13.18



EXP. DATE: 06/30/18



ARCHCOMM, LLC.

1006 Beckett  
San Antonio, Texas 78213  
(210) 308-9905

TBPE NO. F-15659

SHEET TITLE

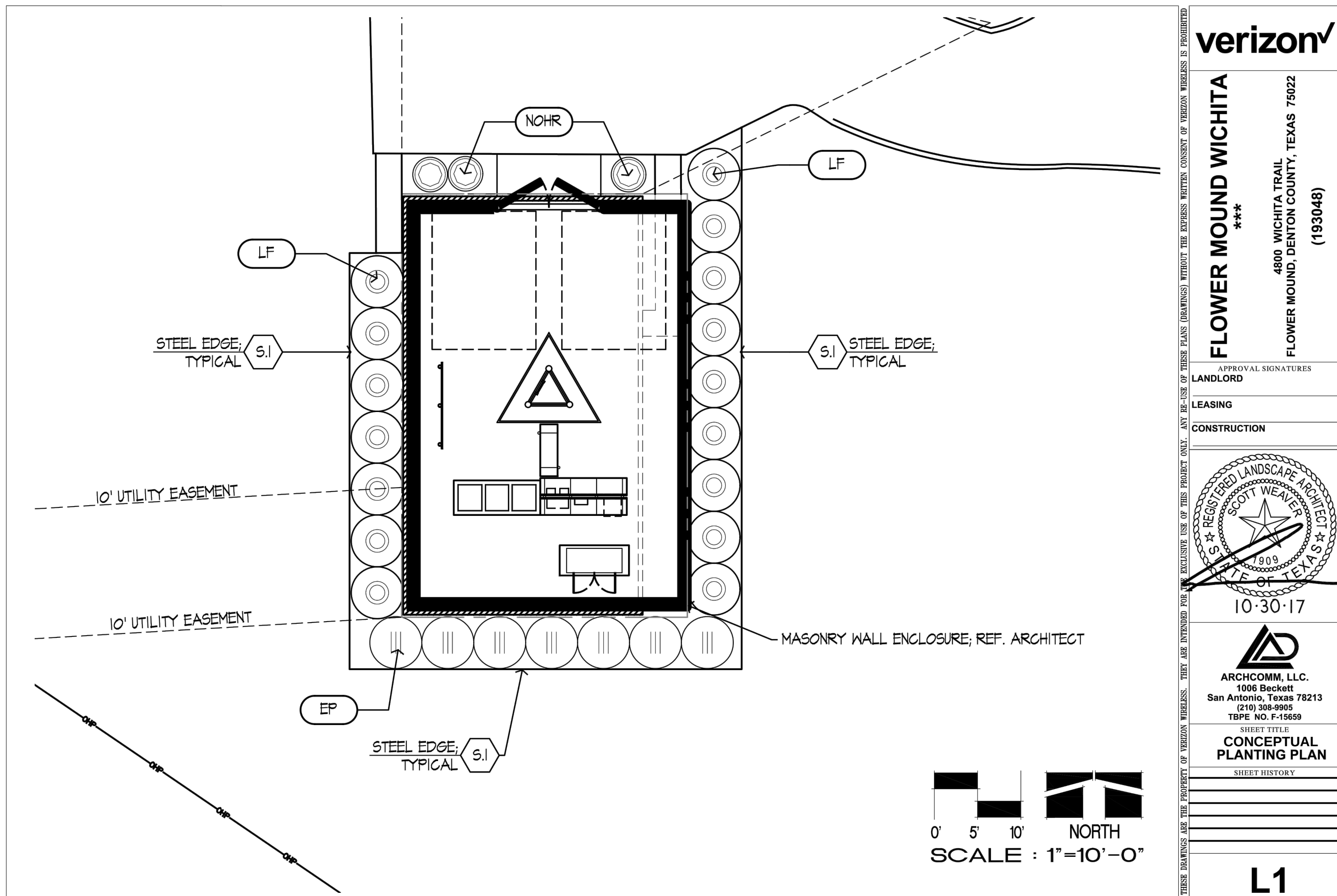
CONCEPTUAL  
ELEVATION SHEET

SHEET HISTORY

02.13.18 PLANNING & ZONING SET

A2





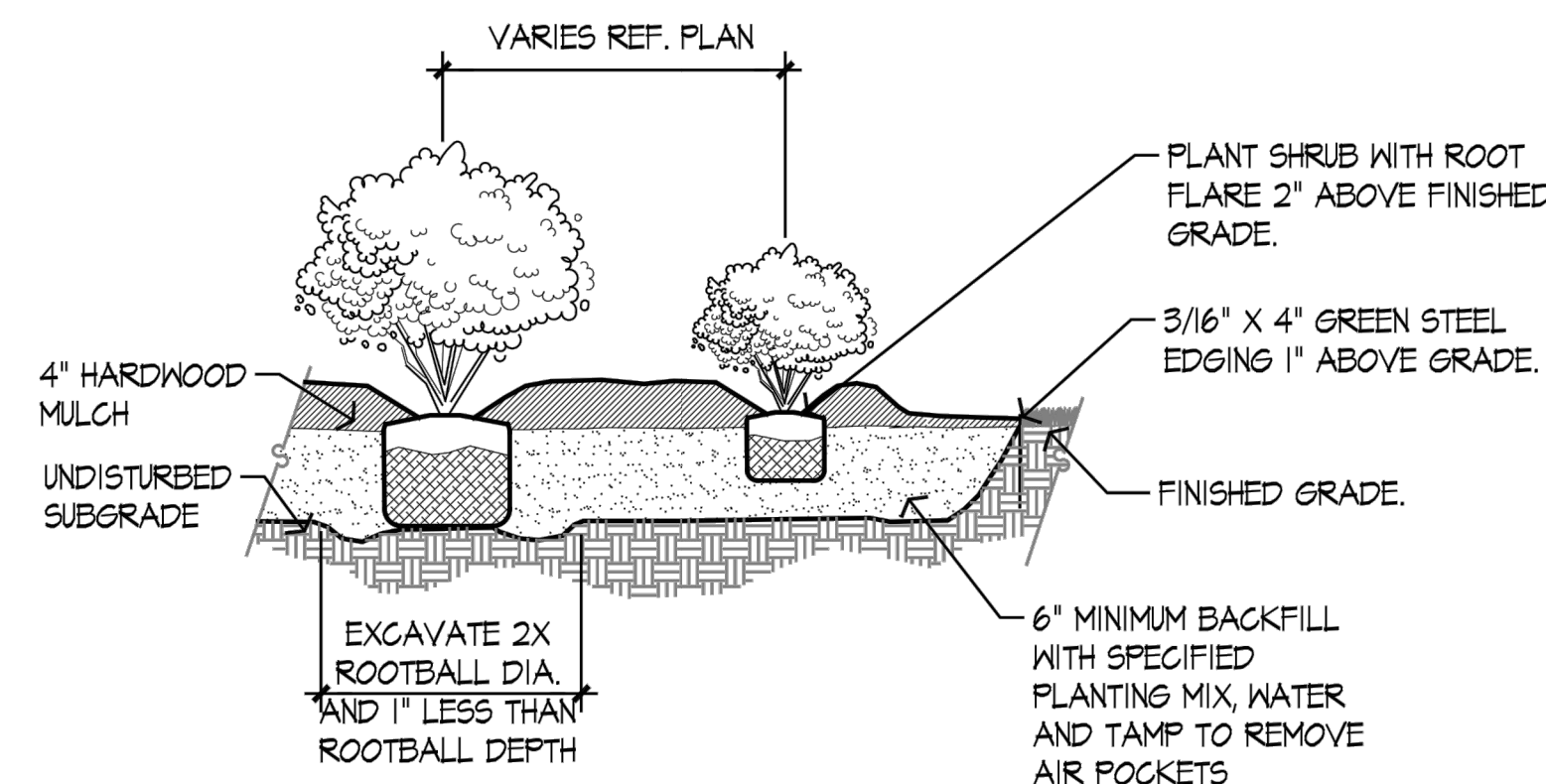
### FLOWER MOUND WICHITA PLANT SCHEDULE

#### SHRUBS, ORNAMENTAL GRASSES AND GROUND COVERS

| KEY  | COMMON NAME | BOTANICAL NAME                            | SIZE   | HEIGHT  | SPREAD  | SPACING  | COMMENTS    |
|------|-------------|-------------------------------------------|--------|---------|---------|----------|-------------|
| EP   | ELAEAGNUS   | <i>Elaeagnus pungens</i><br>"Fruitlandii" | 3 GAL. | 12"-14" | 10"     | T2" O.C. | DENSE, FULL |
| LF   | TEXAS SAGE  | <i>Leucophyllum frutescens</i>            | 3 GAL. | 18"-24" | 12"-18" | T2" O.C. | DENSE, FULL |
| NOHR | OLEANDER    | <i>Nerium oleander</i><br>"Hardy Road"    | 5 GAL. | 18"-24" | 12"-18" | 48" O.C. | DENSE, FULL |

NOTE:  
CONTRACTOR TO VERIFY PLANT QUANTITIES REQUIRED TO CARRY OUT DESIGN INTENT AS INDICATED ON PLANS

ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RE-VEGETATED TO PRE-CONSTRUCTION CONDITIONS UNLESS OTHERWISE NOTED ON PLANS



| MATERIALS SCHEDULE |                                   |       |        |         |                                                                                                                  |  |
|--------------------|-----------------------------------|-------|--------|---------|------------------------------------------------------------------------------------------------------------------|--|
| KEY                | MATERIAL DESCRIPTION              | COLOR | FINISH | CONTACT | REMARKS                                                                                                          |  |
| S.I.               | STEEL EDGE<br>QTY. APPROX. 160 LF | GREEN | N/A    | N/A     | 3/16" X 4" STEEL EDGE.<br>CUT ALL CORNERS TO 45°.<br>TOP OF EDGE SHOULD BE NO MORE THAN 1" ABOVE FINISHED GRADE. |  |

**FLOWER MOUND WICHITA**  
\*\*\*  
4800 WICHITA TRAIL  
FLOWER MOUND, DENTON COUNTY, TEXAS 75022  
(193048)

**ARCHCOMM, L.L.C.**  
1006 Beckett  
San Antonio, Texas 78213  
(210) 308-9905  
TBPE NO. F-15659

**PLANT SCHEDULE AND DETAIL**  
SHEET HISTORY

L2

### PLANTING NOTES:

**PART 1 - GENERAL NOTES**  
LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE IN ITS EXISTING CONDITION AND SHALL TIE NEW WORK TO EXISTING CONDITIONS AND CONTROLS (SUCH AS EXISTING GRADES AND WALK ELEVATIONS) AS NECESSARY TO MEET THE INTENT OF THE PLANS.

BEFORE PROCEEDING WITH ANY WORK IN AN AREA, LANDSCAPE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LAYOUTS AND SIZES AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL SITE CONDITIONS. IF ANY UTILITIES OR OBSTRUCTIONS ARE DISCOVERED DURING CONTRACT WHICH MAY NOT HAVE BEEN KNOWN DURING DESIGN, CONSTRUCTION SHALL STOP WORK AND LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT / OWNER BEFORE PROCEEDING. LANDSCAPE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGE IF WORK PROCEEDS IN EITHER OF THE ABOVE SITUATIONS WITHOUT NOTIFYING LANDSCAPE ARCHITECT / OWNER.

PRIOR TO ANY EXCAVATION, LANDSCAPE CONTRACTOR SHALL CONTACT APPROPRIATE AUTHORITIES INCLUDING, BUT NOT LIMITED TO, TEXAS ONCE CALL SYSTEM AT 1-800-246-4646 TO LOCATE EXISTING UNDERGROUND UTILITIES.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY DAMAGE TO ANY UTILITIES OR PROPERTY THAT MAY OCCUR IN THE EXECUTION OF HIS CONTRACT WORK. WHEN WORK REQUIRES CROSSING EXISTING WALKS OR CURBS WITH EQUIPMENT, LANDSCAPE CONTRACTOR SHALL PROVIDE APPROVED BRIDGE MATERIAL SUCH AS WOOD PLANKS AND EARTH TO PREVENT DAMAGE TO FINISHED WORK. LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS THAT MAY BE WORKING ON THE SITE SIMULTANEOUSLY AND SHALL COORDINATE STAGING OF HIS WORK WITH OWNER AND LANDSCAPE ARCHITECT. ALL TRASH AND DEBRIS GENERATED FROM CONTRACT OPERATIONS SHALL BE REMOVED ON A DAILY BASIS. ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY IN CONJUNCTION WITH HIS CONTRACT WORK.

**DELIVERY, STORAGE, AND HANDLING:**  
A. DELIVER FERTILIZER IN WATERPROOF BAGS SHOWING WEIGHT, GUARANTEED CHEMICAL ANALYSIS, MANUFACTURER AND BRAND NAME.  
B. DELIVER PLANT MATERIAL WITH IDENTIFICATION TAGS SHOWING BOTANICAL NAME AND PLANT SIZE.  
C. DELIVER PLANT MATERIAL IMMEDIATELY PRIOR TO INSTALLATION, PLANT MATERIAL ON SAME DAY AS DELIVERY.  
D. KEEP PLANT MATERIAL MOIST AND PROTECTED UNTIL PLANTING.  
E. DO NOT HANDLE PLANT MATERIALS BY THE STEM OR TRUNK.  
F. KEEP CONTAINERS INTACT UNTIL JUST PRIOR TO PLANTING.

**WARRANTIES:**  
A. FURNISH OWNER WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN HEALTHY CONDITION FOR ONE (1) YEAR AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, VANDALISM OR NEGLIGENCE BY OWNER IS EXCLUDED.  
B. REPLACE DEAD, UNEALTHY AND UNSUITABLE PLANT MATERIALS WITHIN WARRANTY PERIOD, UPON NOTIFICATION BY OWNER OR LANDSCAPE ARCHITECT.  
C. NOTIFY OWNER 30 DAYS PRIOR TO EXPIRATION OF WARRANTY PERIOD AND ARRANGE FINAL ACCEPTANCE INSPECTION BY ALL PARTIES.

1. REMOVE DEAD, UNEALTHY PLANT MATERIAL.  
2. REMOVE DIVING AND STAKING MATERIALS.  
3. WARRANT REPLACEMENT PLANTS UNDER SAME PROVISIONS AND FOR THE SAME PERIOD AS THE ORIGINAL PLANTS.

**MAINTENANCE:**  
A. MAINTAIN PLANT LIFE IMMEDIATELY AFTER PLACEMENT AND FOR SIXTY (60) DAYS AFTER FINAL ACCEPTANCE.  
B. REPLACE DEAD OR DYING PLANTS WITH PLANTS OF SAME SIZE AND SPECIES SPECIFIED.  
C. REMOVE TRASH, DEBRIS, AND LITTER WATER, URINE, FERTILIZER, KEEPS, AND MOON SPOT APPLY HERBICIDES AND FUNGICIDE ONLY AS REQUIRED.  
D. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.  
E. COORDINATE WITH OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED; HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM IRRIGATION SYSTEM.  
F. RESET SETTLED PLANTS.  
G. REAPPLY MULCH TO BARE AND THIN AREAS TO MAINTAIN 4" DEPTH.

**MATERIALS:**  
A. PLANT MATERIALS  
1. CERTIFIED IN ACCORDANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) Z60.1 - NURSERY STOCK.  
2. SPECIES AND SIZE AS INDICATED IN PLANT SCHEDULE. LARGER SIZE MAY BE SUBSTITUTED WITHOUT ADDITIONAL COST TO OWNER.  
3. WHERE MATERIALS ARE PLANTED IN WAGES, PROVIDE PLANTS OF UNIFORM SIZE.  
4. GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE AT SITE, FREE FROM DISEASE, INSECT INFESTATIONS, DEFECTS INCLUDING PEAK OR BROKEN LIMBS, CRACKS AND DAMAGED TRUNKS, ROOTS OR LEAVES, SUN SCALD, FRESH DARK ABRASIONS, EXCESSIVE ABRASIONS, AND OBSCURABLE DISCOLORATIONS.  
5. EXHIBIT NORMAL GROWTH HABITS, VIGOROUS, HEALTHY, FULL, WELL-PROPORTIONED, AND SYMMETRICAL.  
6. TREE TRUNKS TO BE STURDY AND EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.  
7. CONTAINER-GROWN STOCK.  
B. TOPSOIL  
1. USE SITE-GENERATED SOIL FROM PLANTING PREPARATIONS, REASONABLY FREE FROM CLAY LUMPS, COARSE SANDS, STONES, ROOTS, AND OTHER FOREIGN MATTER.

L2

**C. MULCH**  
1. SHREDDED, COMPOSTED HARDWOOD BARK OF VARYING LENGTH BY NEW EARTH SOILS AND COMPOST, OR APPROVED SUBSTITUTE, PARTIALLY DECOMPOSED, FREE FROM STICKS, STONES, GLASS, AND GERMINATION INHIBITING INGREDIENTS.  
**D. EDGING**  
1. PLANTER BED EDGING SHALL BE 3/16" X 4" STEEL EDGING WITH MANUFACTURER'S STANDARD GREEN FINISH, UNLESS OTHERWISE NOTED IN PLANS.  
**E. MIXES**  
1. PLANT BED MIX: MINIMUM 6" DEPTH PLANT BED MIX (BACKFILL MIX) SHALL BE NEW EARTH 4-WAY MIX AS PRODUCED BY NEW EARTH LLC, (PH. 202-441-3500). DOCUMENTATION OF THIS PURCHASE SHALL BE PROVIDED TO LANDSCAPE ARCHITECT. IF EQUAL, IS PROPOSED, CONTRACTOR MUST SUBMIT SAMPLE AND COMPLETE ANALYSIS WITH TEST RESULTS AND METHOD OF PRODUCTION FOR EVALUATION AS AN EQUAL SUBSTITUTE.

### PART 2 - EXECUTION

**PREPARATION**  
LANDSCAPE CONTRACTOR SHALL RECEIVE SITE AT APPROXIMATELY FINISH GRADE LESS ANY SETTLEMENT THAT MAY HAVE OCCURRED SINCE SITE CONSTRUCTION AND BACKFILLING. THIS GRADE SHALL BE RAKED TO REMOVE ALL DEBRIS INCLUDING STICKS, GLOBS, AND STONES AND SHALL BE FINE GRADED TO ELIMINATE ALL HUMPS, RUTS, DEPRESSIONS AND ABRUPT CHANGES IN GRADE OR ANY AREA THAT COULD CAUSE WATER TO POOL.  
1. IF VEGETATION IS GROWING IN PLANTING/LAWN AREAS, APPLY HERBICIDE AT RATES RECOMMENDED BY MANUFACTURER. ALLOW TO DIE, AND THEN GRUB OUT ROOTS TO MINIMUM 12" DEPTH.  
2. MARK LOCATION OF TREES AND OUTLINES OF PLANT BEDS USING COLORED WOOD STAKES OR FLAGS PRIOR TO BEGINNING PLANTING. OBTAIN APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.  
**TREE AND SHRUB PLANTING (SEE DETAILS):**  
A. REMOVE CONTAINERS WITHOUT DAMAGE TO ROOTS.  
B. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS, REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. PREVENTS DAMAGE TO ROOTS.  
C. REMOVE UPPER THIRD OF BURLAP FROM BAILED AND BURLAP TREES AFTER PLACEMENT.  
D. PLACE PLANT UPRIGHT IN CENTER OF HOLE. FILL ANY NEEDS GROWING IN TREE BALL AND EXPOSE ROOT FLARE (TOP OF MOST IDENTIFIABLE ROOT), REMOVE ANY GROWING ROOTS AND SET PLANT SO THAT ROOT FLARE IS 2" ABOVE FINISH GRADE. ORIENT PLANTS FROM BEST APPEARANCE. BACKFILL THE BOTTOM 2/3 OF THE EXCAVATION WITH SOIL CUT FROM FROM EXCAVATION OF PIT AND THOROUGHLY WATER THIS SOIL TO SETTLE IN BACKFILL. THE REMAINDER OF THE EXCAVATION WITH A 50/50 MIX OF NEW EARTH 4-WAY MIX AND NATIVE SOIL. EXCAVATED FROM THE PIT. PLACE PLANT HEALTH CARE GROUPS "TREE SAVERS" IN BACKFILL AS PER PLANS. DIRECTION AND APPLICATION RATES. LIGHTLY TAMP AND WATER SOIL TO REMOVE ALL AIR POCKETS FROM PLANTS OUTSIDE OF PLANTING BEDS, CONSTRUCT 3 INCH HIGH WATER CONTAINMENT RING AROUND PLANT. SPREAD MULCH TO MINIMUM 4" DEPTH OVER PLANT BASIN.  
E. ADJUST PLANT HEIGHT IF SETTLEMENT OCCURS AFTER BACKFILL AND STAKE AS DETAILED.  
F. TWO TO THREE WEEKS FOLLOWING PLANTING, INJECT PLANT HEALTH CARE INJECTABLE INOCULATE AROUND ROOT BALL FOLLOWING MANUFACTURER'S DIRECTIONS AND APPLICATION RATES. CONTACT LANDSCAPE ARCHITECT TO OBSERVE THIS OPERATION.  
G. BRANCH PLANTS OVER 65 GALLONS SIZE IMMEDIATELY AFTER PLANTING:  
1. FOR TREES 2" CALIPER AND GREATER, PROVIDE STAKING AS DETAILED, POSITION TO PREVENT HAZARDS TO FEEDSTRAKS.  
2. DO NOT RESTRICT PLANT MOVEMENT UNDER LIGHT WIND LOADS OR DAMAGE BARK.

**MASS SHRUB, GROUND COVER, AND ANNUAL PLANTING (SEE DETAILS):**  
A. EXCAVATE TO DEPTH AS DETAILED ON PLANS.  
B. BACKFILL WITH SPECIFIED 4-WAY MIX AND TILL IN SPECIFIED PLANT HEALTH CARE'S 'HEALTHY START 3-4-3' AT A RATE OF 25 LBS. PER CUBIC YARD.  
C. INSTALL METAL EDGING TO SEPARATE ALL PLANTER BEDS FROM TURF AND AT LOCATIONS INDICATED ON PLANS.  
D. PLACE PLANTS IN STRAIGHT, EVENLY SPACED ROWS AT SPACING INDICATED ON DRAWINGS TO UNIFORMITY. FILL BEDS. USE TRIANGULAR SPACING METHOD UNLESS OTHERWISE INDICATED ON PLANS.  
E. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER PLANTING. REPAIR SETTLED AREAS.  
F. ADJUST FINAL GRADES TO 1/2 INCH BELOW ADJACENT PAVING CURBS.  
G. SPREAD MULCH TO MINIMUM 4" DEPTH OVER PLANTING AREAS.

**CLEANING AND ADJUSTING:**  
A. REPAIR RUTS, HOLES AND SCARS IN GROWING SURFACE. PROVIDE POSITIVE DRAINAGE IN ALL AREAS.

**ACCEPTANCE:**  
A. PRIOR TO SCHEDULING A SUBSTANTIAL COMPLETION INSPECTION, LANDSCAPE CONTRACTOR SHALL THOROUGHLY CLEAN SITE OF ALL DEBRIS AND TRASH AND REPAIR ANY DAMAGE TO FINISH GRADE. WHEN LANDSCAPE WORK IS COMPLETE, A SUBSTANTIAL COMPLETION INSPECTION WILL BE HELD. FOLLOWING COMPLETION OF ANY PUNCH LIST ITEMS GENERATED FROM THE SUBSTANTIAL COMPLETION INSPECTION, A FINAL INSPECTION WILL BE HELD AND, IF FOUND ACCEPTABLE, A CERTIFICATE OF FINAL ACCEPTANCE WILL BE ISSUED.  
B. LANDSCAPE CONTRACTOR SHALL CONTINUE MAINTENANCE UNTIL FINAL ACCEPTANCE, AT WHICH TIME THE SPECIFIED MAINTENANCE PERIOD WILL BEGIN.

PROJECT: FLOWER MOUND WICHITA  
ISSUE SET - OCTOBER 30, 2017

**3 PLANTING SPECIFICATIONS**  
SCALE: NOT TO SCALE

CITY APPROVAL STAMPS

ZONING CASE NUMBER  
**SUP17-0008**

CONCEPTUAL LANDSCAPE PLAN

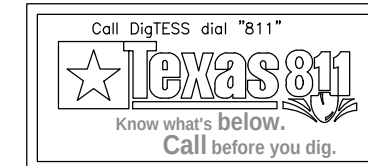
TOWER OWNER: VERIZON WIRELESS

LEGAL DESCRIPTION  
FARLEIGH TRACT

OWNER: ST. NICHOLAS CHURCH  
4800 WICHITA TRAIL  
(972) 318-7070

JOHN WEST SURVEY, ABSTRACT NO. 1414  
DENTON CO. JUNE, 1994  
DEED REF.: VOL. 388, PG. 701  
D.R.C.T.

0.0971 ACRE OF A TRACT OF LAND SITUATED IN THE 314  
GIBSON SURVEY, ABSTRACT NO. 458, TOWN OF FLOWER  
MOUND, DENTON COUNTY, TEXAS, OF SAID PROTESTANT  
EPISCOPAL CHURCH TRACT BY VOLUME 565, PAGE 544.



**FLOWER MOUND WICHITA**  
\*\*\*  
4800 WICHITA TRAIL  
FLOWER MOUND, DENTON COUNTY, TEXAS 75022  
(193048)

**ARCHCOMM, L.L.C.**  
1006 Beckett  
San Antonio, Texas 78213  
(210) 308-9905  
TBPE NO. F-15659

**PLANTING SPECIFICATIONS**  
SHEET HISTORY

L3

**FLOWER MOUND WICHITA**  
\*\*\*  
4800 WICHITA TRAIL  
FLOWER MOUND, DENTON COUNTY, TEXAS 75022  
(193048)

APPROVAL SIGNATURES  
LANDLORD  
LEASING  
CONSTRUCTION



EXP. DATE: 06/30/18



1006 Beckett  
San Antonio, Texas 78213  
(210) 308-9905

TBPE NO. F-15659

SHEET TITLE  
**CONCEPTUAL LANDSCAPE PLAN**

SHEET HISTORY  
02.13.18 PLANNING & ZONING SET

L1



**From:** Don Cates  
**Sent:** Wednesday, March 7, 2018 1:50 PM  
**To:** Richard Brown <richard.brown@flower-mound.com>  
**Subject:** Proposed Cell Tower

I live at 5108 Coral Springs Drive in the Emerald Bay subdivision and saw your notice concerning a proposed cell tower to be located generally north of Wichita Trail and east of Skillern Road. I have 2 questions:

1. will it be disguised as a tree like many towers I've seen in other states or will it just be a tower?
2. why not collocate it with Fire Station 7?

Regardless, I'm 100% for it as we've been waiting for years for improved cell service.

Don Cates  
Retired and Enjoying Every Minute of it! ! !

**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 APPROVING SPECIFIC USE PERMIT NO. 451 (SUP-451) FOR A COMMUNICATION TOWER ON CERTAIN PROPERTY DESCRIBED AS BEING A TRACT OF LAND SITUATED IN THE J. M. GIBSON SURVEY, ABSTRACT NO. 459, AND ZONED AGRICULTURAL DISTRICT (A); PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL 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 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 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 being a tract of land situated in the J. M. Gibson Survey, Abstract No. 459, has filed an application for a Specific Use Permit for a communication tower; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 12, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 2018, with respect to the Specific Use Permit described herein; and,

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

**WHEREAS**, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town 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.

**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 as shown below:

Being a tract of land situated in the J. M. Gibson Survey, Abstract No. 459, and more fully described in Exhibit "A" hereto.

Specific Use Permit No. 451 for a Communication tower, as more fully described in the exhibits attached hereto and incorporated herein, is hereby approved.

**SECTION 2**

The conceptual site plan, conceptual landscape plan, and conceptual elevations of the proposed communication tower, attached hereto as Exhibits "B", "C", and "D" each incorporated herein for all purposes allowed by law, are hereby approved as the conceptual site plan, conceptual landscape plan, and elevations for this Specific Use Permit.

**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 Specific Use Permit, as set forth above.

**SECTION 4**

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

**SECTION 5**

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

**SECTION 6**

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

Ordinance No. \_\_\_\_\_

**Page 3**

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 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:**

\_\_\_\_\_  
**Thomas E. Hayden, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

**Exhibit A****33' x 49' LEASE AREA**

BEING a tract of land situated in the J. M. Gibson Survey, Abstract No. 459, Town of Flower Mound, Denton County, Texas, same being out of and a portion of that certain tract of land conveyed to C. Avery Mason, Bishop Of The Diocese Of Dallas Of The Protestant Episcopal Church by Deed of Gift, dated July 08, 1957, and recorded in Volume 430, Page 627, Deed Records, Denton County, Texas, and by Deed of Gift, dated May 31, 1966, and recorded in Volume 556, Page 544, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found in the center of Skillern Road (variable width right-of-way) and being the north west corner of that certain Protestant Episcopal Church tract by Deed of Gift, dated May 31, 1966, and recorded in Volume 556, Page 544, Deed Records, Denton County, Texas, same being the south west corner of that certain right-of-way dedication as shown on Dominion Estates, an addition to the City of Flower Mound, Denton County, Texas, according to the map or plat thereof recorded in Cabinet N, Page 189, Plat Records, Denton County, Texas;

THENCE along the north line of said Protestant Episcopal Church tract by Volume 556, Page 544, same being the south line of said Dominion Estates, North 88 degrees 45 minutes 58 seconds East, a distance of 151.29 feet to a Point;

THENCE through the interior of said Protestant Episcopal Church tracts, South 01 degrees 14 minutes 02 seconds East, a distance of 225.40 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Protestant Episcopal Church tract by Volume 430, Page 627, the following four (4) courses:

1. South 25 degrees 37 minutes 52 seconds East, a distance of 49.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
2. South 64 degrees 33 minutes 39 seconds West, a distance of 33.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. North 25 degrees 37 minutes 52 seconds West, a distance of 49.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
4. North 64 degrees 33 minutes 39 seconds East, a distance of 33.00 feet to the POINT OF BEGINNING hereof and containing 0.0371 acres or 1,617 square feet of land, more or less.

Ordinance No. \_\_\_\_\_

**Page 5****15' ACCESS EASEMENT**

BEING a tract of land situated in the J. M. Gibson Survey, Abstract No. 459, Town of Flower Mound, Denton County, Texas, same being out of and a portion of that certain tract of land conveyed to C. Avery Mason, Bishop Of The Diocese Of Dallas Of The Protestant Episcopal Church by Deed of Gift, dated July 08, 1957, and recorded in Volume 430, Page 627, Deed Records, Denton County, Texas, and by Deed of Gift, dated May 31, 1966, and recorded in Volume 556, Page 544, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found in the center of Skillern Road (variable width right-of-way) and being the north west corner of that certain Protestant Episcopal Church tract by Deed of Gift, dated May 31, 1966, and recorded in Volume 556, Page 544, Deed Records, Denton County, Texas, same being the south west corner of that certain right-of-way dedication as shown on Dominion Estates, an addition to the City of Flower Mound, Denton County, Texas, according to the map or plat thereof recorded in Cabinet N, Page 189, Plat Records, Denton County, Texas;

THENCE along the north line of said Protestant Episcopal Church tract by Volume 556, Page 544, same being the south line of said Dominion Estates, North 88 degrees 45 minutes 58 seconds East, a distance of 151.29 feet to a Point;

THENCE through the interior of said Protestant Episcopal Church tracts, South 01 degrees 14 minutes 02 seconds East, a distance of 225.40 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Protestant Episcopal Church tracts, the following eight (8) courses:

1. South 64 degrees 33 minutes 39 seconds West, a distance of 33.00 feet to a Point;
2. North 25 degrees 37 minutes 52 seconds West, a distance of 25.00 feet to a Point;
3. North 64 degrees 33 minutes 39 seconds East, a distance of 24.14 feet to a Point;
4. North 09 degrees 27 minutes 41 seconds East, a distance of 8.09 feet to a Point;
5. Along a curve to the right having a radius of 56.00 feet, an arc distance of 24.33 feet, through a central angle of 24 degrees 53 minutes 38 seconds, and whose chord bears North 43 degrees 14 minutes 58 seconds West, a distance of 24.14 feet to a Point;
6. North 30 degrees 48 minutes 09 seconds West, a distance of 57.02 feet to a Point;
7. Along a curve to the left having a radius of 80.00 feet, an arc distance of 82.75 feet, through a central angle of 59 degrees 15 minutes 53 seconds, and whose chord bears North 60 degrees 26 minutes 06 seconds West, a distance of 79.11 feet to a Point;
8. South 89 degrees 55 minutes 58 seconds West, a distance of 25.33 feet to a Point on the west line of said Protestant Episcopal Church tract, also lying within Skillern Road;

THENCE along the west line of said Protestant Episcopal Church tract, also lying within Skillern Road, North 00 degrees 48 minutes 14 seconds East, a distance of 15.00 feet to a Point;

THENCE through the interior of said Protestant Episcopal Church tracts, the following five (5) courses:

Ordinance No. \_\_\_\_\_

**Page 6**

1. North 89 degrees 55 minutes 58 seconds East, a distance of 25.10 feet to a Point;
2. Along a curve to the right having a radius of 95.00 feet, an arc distance of 98.26 feet, through a central angle of 59 degrees 15 minutes 53 seconds, and whose chord bears South 60 degrees 26 minutes 06 seconds East, a distance of 93.94 feet to a Point;
3. South 30 degrees 48 minutes 09 seconds East, a distance of 57.02 feet to a Point;
4. Along a curve to the left having a radius of 41.00 feet, an arc distance of 51.69 feet, through a central angle of 72 degrees 14 minutes 20 seconds, and whose chord bears South 66 degrees 55 minutes 19 seconds East, a distance of 48.34 feet to a Point;
5. South 35 degrees 13 minutes 53 seconds West, a distance of 40.44 feet to the POINT OF BEGINNING hereof and containing 0.1024 acres or 4,461 square feet of land, more or less.

#### 10' UTILITY EASEMENT

BEING a tract of land situated in the J. M. Gibson Survey, Abstract No. 459, Town of Flower Mound, Denton County, Texas, same being out of and a portion of that certain tract of land conveyed to C. Avery Mason, Bishop Of The Diocese Of Dallas Of The Protestant Episcopal Church by Deed of Gift, dated July 08, 1957, and recorded in Volume 430, Page 627, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "x" set in concrete found in the center of Skillern Road (variable width right-of-way) and being the north west corner of that certain Protestant Episcopal Church tract by Deed of Gift, dated May 31, 1966, and recorded in Volume 556, Page 544, Deed Records, Denton County, Texas, same being the south west corner of that certain right-of-way dedication as shown on Dominion Estates, an addition to the City of Flower Mound, Denton County, Texas, according to the map or plat thereof recorded in Cabinet N, Page 189, Plat Records, Denton County, Texas;

THENCE along the north line of said Protestant Episcopal Church tract by Volume 556, Page 544, same being the south line of said Dominion Estates, North 88 degrees 45 minutes 58 seconds East, a distance of 151.29 feet to a Point;

THENCE through the interior of said Protestant Episcopal Church tracts, the following three (3) courses:

1. South 01 degrees 14 minutes 02 seconds East, a distance of 225.40 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;
2. South 25 degrees 37 minutes 52 seconds East, a distance of 49.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southeast corner of said lease area;
3. South 64 degrees 33 minutes 39 seconds West, a distance of 33.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southwest corner of said lease area and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Protestant Episcopal Church tract by Volume 430, Page 627, the following two (2) courses:

1. South 61 degrees 12 minutes 44 seconds West, a distance of 56.12 feet to a Point;



Ordinance No. \_\_\_\_\_

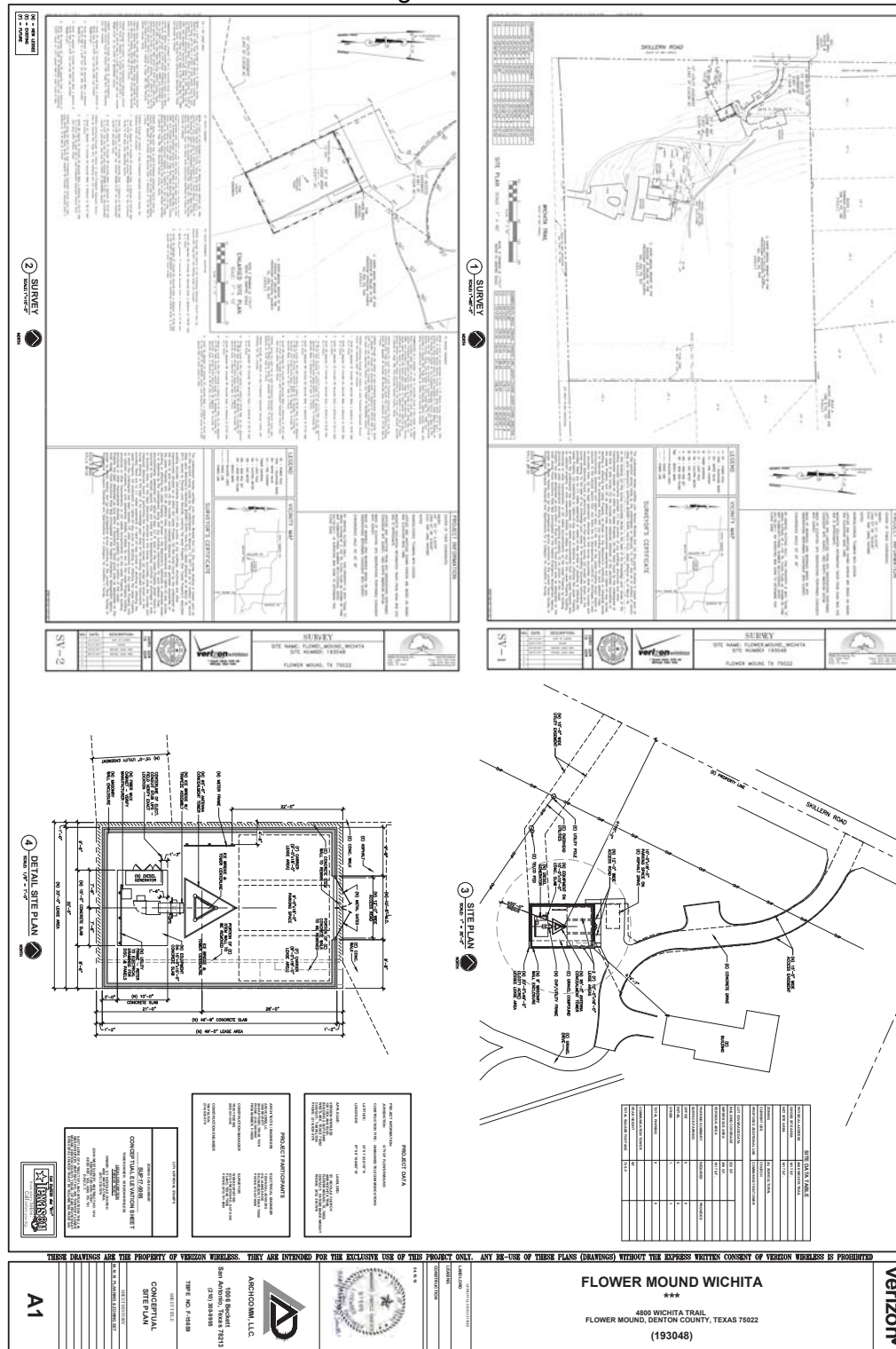
**Page 7**

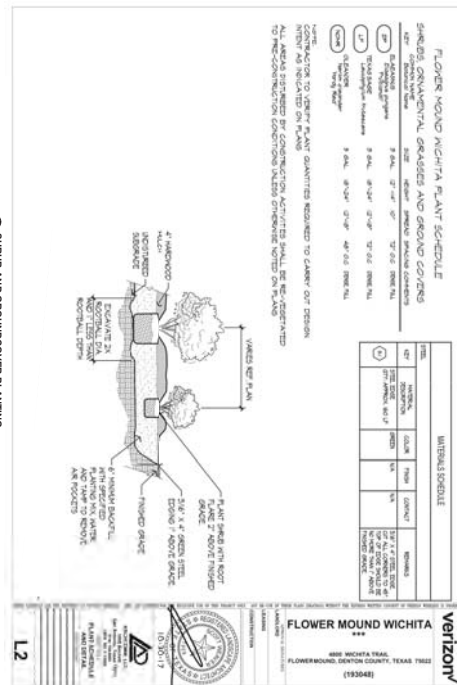
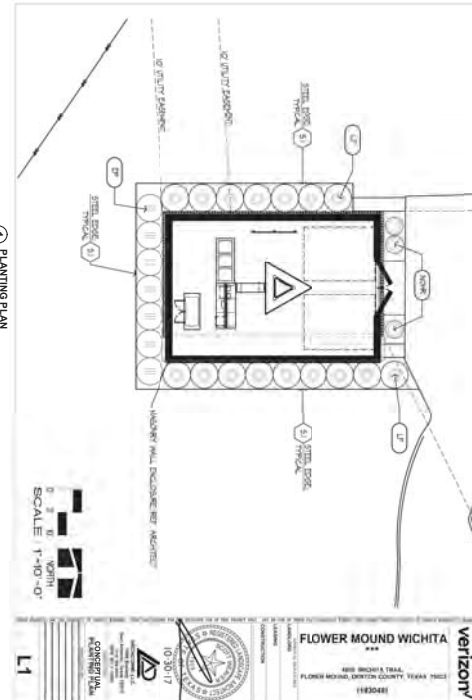
2. North 80 degrees 44 minutes 29 seconds West, a distance of 103.75 feet to a Point on the west line of said Protestant Episcopal Church tract, also lying within Skillern Road;

THENCE along the west line of said Protestant Episcopal Church tract, also lying within Skillern Road, North 00 degrees 48 minutes 14 seconds East, a distance of 15.16 feet to a Point;

THENCE through the interior of said Protestant Episcopal Church tract by Volume 430, Page 627, the following three (3) courses:

1. South 80 degrees 44 minutes 29 seconds East, a distance of 100.81 feet to a Point;
2. North 61 degrees 12 minutes 44 seconds East, a distance of 51.78 feet to a Point;
3. South 25 degrees 37 minutes 52 seconds East, a distance of 15.02 feet to the POINT OF BEGINNING hereof and containing 0.0538 acres or 2,343 square feet of land, more or less.





## 2 SHRUB AND GROUND COVER PLANTING

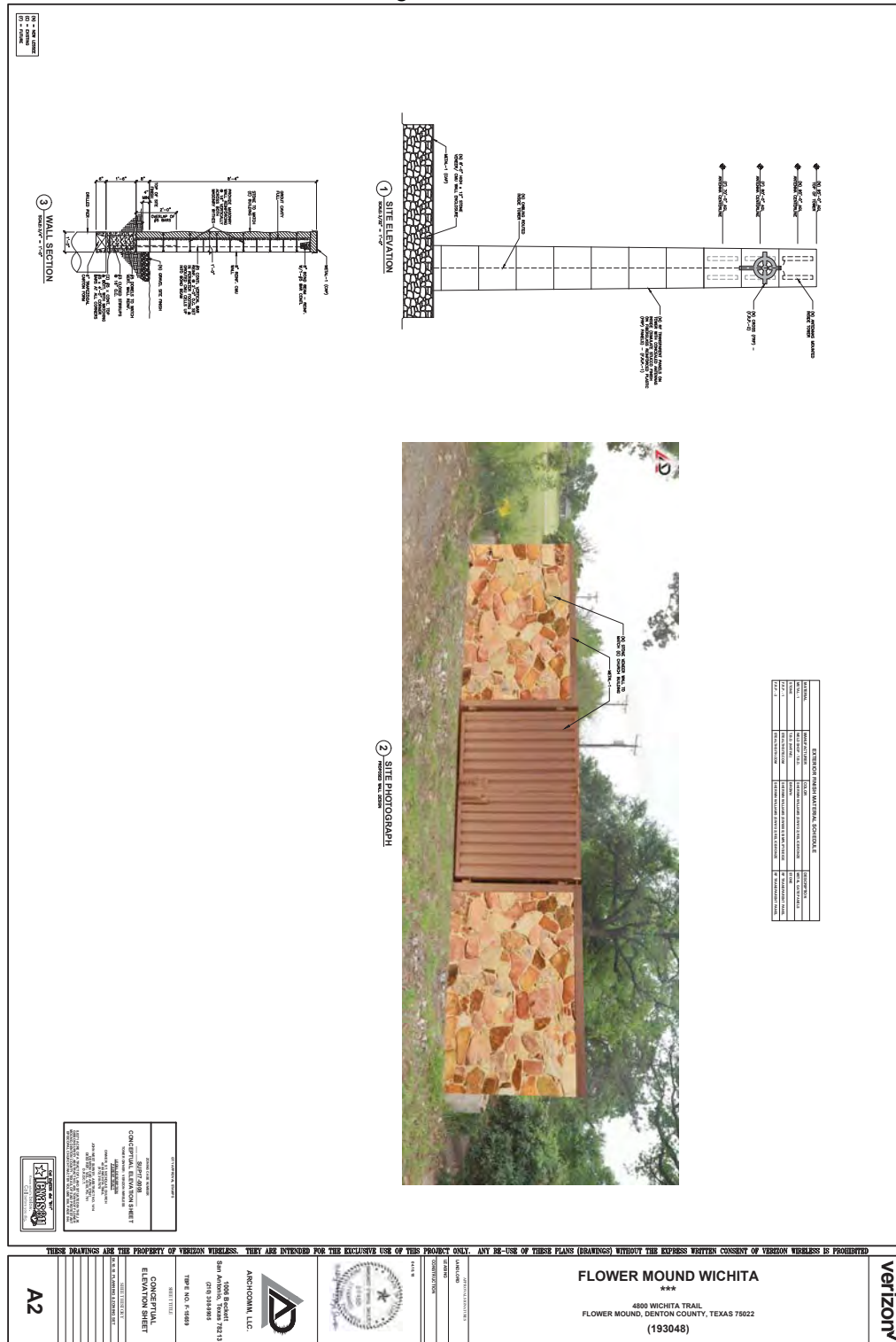
### 3 PLANTING SPECIFICATIONS

5

[illegible]

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.

|                                                                                                                                                                                                                              |                                                                                                                                                                                  |                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>AECOM, LLC</b><br/>         3906 E. 12th<br/>         Suite 100<br/>         Tulsa, Oklahoma 74116<br/>         (918) 581-8881</p> |  <p>NOTARY PUBLIC<br/>         STATE OF OKLAHOMA<br/>         My Comm. Expires 12/31/2011</p> | <p><b>FLOWER MOUND WICHITA</b><br/>         ***<br/>         4800 WICHITA TRAIL<br/>         FLOWER MOUND, DENTON COUNTY, TEXAS 75022<br/>         (193048)</p> |
|                                                                                                                                                                                                                              |                                                                                                                                                                                  | <p>DATE: 05/14/2013<br/>         DRAWN BY: JACOB<br/>         CHECKED BY: JACOB</p>                                                                             |



**From:** Kathryn Schmitt  
**Sent:** Monday, March 12, 2018 12:02 PM  
**To:** Richard Brown <richard.brown@flower-mound.com>  
**Subject:** In support of Wichita Trail Cell Tower

Richard-

I am strongly IN SUPPORT of the proposed Wichita Trail cell tower.

As a 10 year resident of the nearby neighborhood I can attest that improved reception is very badly needed here. Poor voice quality, frequently dropped calls, and very spotty coverage around my house and yard have been an aggravation and made working from home difficult as well as worried me that calling for emergency services might be unreliable if ever needed.

Thank you to everyone working to help improve the reliability of communications in our neighborhood!

Kathy Schmitt  
5104 Peaceful Cove  
(in Emerald Bay)

From: Priyesh  
Sent: Friday, March 9, 2018 7:14 PM  
To: planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
Subject: Verizon Tower

Hello,  
We live within 200ft from the proposed spot that Verizon wants to build a 130ft Tower. We are vehemently against this proposal. As a resident in the impact area, I am deeply concerned with Verizon forcibly pushing its corporate power on small neighborhoods like ours.

We chose Dominion Estates to provide our young children a safe and family oriented neighborhood. I realize Texas law does not allow planning commissions and town councils to weigh potential health concerns from radiation. However, as a clinician, I have seen much suffering across young, middle-age and old age groups. If AT&T can provide a less invasive solution for local residents, so can Verizon.

On behalf of our family, I would urge the planning commission to think of the impact to our physical and mental wellbeing ahead of material convenience and corporate greed.

Thank you letting us provide our perspective in this critical decision that directly impacts our family and friends in the neighborhood.

Sincerely

Priyesh Patel  
4809 Dominion Court  
Flower Mound, TX 75022

**From:** Kim Wheeler  
**Sent:** Friday, March 9, 2018 4:29 PM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Subject:** Cell Tower

Hello,

I live very close to the location you want to put that cell tower. I strongly suggest if Lakeside needs a new cell tower then put close to the tall sky scraper going in or where all the new commercial properties are. Why ruin the mature landscaping and rural feel around the Wichita and Skillern area??? The tower you propose is way too large and looks terrible.

I also have some strong safety concerns for the placement of the fire station on Skillern road in Flower Mound as well as any cell tower. That location is too close to a school, park, and most importantly school bus loading area. Skillern road is a small winding road that is not made for large trucks. Especially fire trucks trying to respond quickly to emergencies. Children cross that road all day long. They play soccer and football right next to where the firetrucks will be exiting onto the road. Many times the children cross the road who attend Coram Deo Academy to utilize other buildings at the school or walk home. Liberty Elementary, McKamy Middle School and Flower Mound High school unload the bus at the exact location. There are no cross walks. Parents use that side of the road for drop offs to the school. Town Lake development just added trails that cross Skillern and the Post Oak park has a side entrance off Skillern for children riding bikes and/or walking to the park. Where Wichita Trail intersect with Skillern there isn't even enough room for a big fire truck to make that corner safely without going in the on-coming-lane. If the fire truck goes out the other direction, there are no street lights to help them safely pull out on Flower Mound road.

Please reconsider the safety of the citizens of Flower Mound and stop the fire station on Skillern and cell tower. Skillern is not meant to accommodate that kind of traffic. The parking lot at Post Oak park is a much better location for fire station given that then they could safely enter Flower Mound road and it is away from the school and school loading areas. Cell tower needs to be located somewhere else zoned commercial use and needs to be way smaller.

I have survived cancer twice and do not think a cell tower is going to help my health or anyone else's around here. We sleep close to that location. The current cell coverage in this area is fine without adding a cell tower which imposes more traffic, safety and health hazards.

Very Concerned citizen,

2813 Guardian Court  
Flower Mound, TX 75022

From: Elaine Wu  
Sent: Friday, March 9, 2018 8:29 PM  
To: planning <planning@flower-mound.com>  
Subject: Opposing to build Cell tower at St. Nicholas Church

To whom it may concern,  
I am a resident closed by, my family and I strongly opposing the plan to build a 130 foot cell tower at the corner of Wichita Trail and Skillern Blvd. As we know, Texas law does not allow Town Council to consider decreased property values or increased any health issues. Since the plan is the solution for Lakeside, please place the cell tower at the Lakeside, which less effect to the surrounding neighborhoods. Thank you!  
Sincerely,  
Elaine Wu  
4816 Dominion Ct.  
Sent from my iPhone





## TOWN COUNCIL AGENDA ITEM NO. 21

### REGULAR ITEM

---

**DATE:** April 16, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached. The property is generally located south of Flower Mound Road and west of Duncan Lane. (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.*)**

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3.

#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence

**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 a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached, and adopt an ordinance providing for said amendment.



## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

---

**DATE:** April 9, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for a Master Plan Amendment (MPA17-0012 – Tinley Park) to amend Section 1.0, Land Use Plan, of the Master Plan to change the current land use designation from Retail to High Density Single Family Detached. The property is generally located south of Flower Mound Road and west of Duncan 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 (ZPD17-0014), for consideration on the same agenda.

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

The applicant is requesting a Master Plan Amendment to change the Land Use designation of the subject property from Retail to High Density Single Family Detached on approximately 9.912 acres.

The Town's Master Plan defines the current Retail land use designation 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 office, such as title companies, doctors and dentists, legal, real estate, etc. could be included in this land use category."

The requested High Density Single Family Detached land use designation is defined as "residential development, typically being single family detached residential development with minimum 3,000 square foot lots or greater."

The proposed Master Plan Amendment allows the applicant to proceed with the companion zoning application to develop the property with 39 buildable lots with specific development standards that, in part, will require a minimum lot size of 6,000 square feet of land area for each buildable lot.

### **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 Master Plan amendment requests. At the time this report was written, staff had received four correspondence in support and none in opposition of the request.

### **IV. ATTACHMENTS**

#### **A. Background Information**

1. Vicinity Map
2. Letter of Intent

#### **B. Application Details**

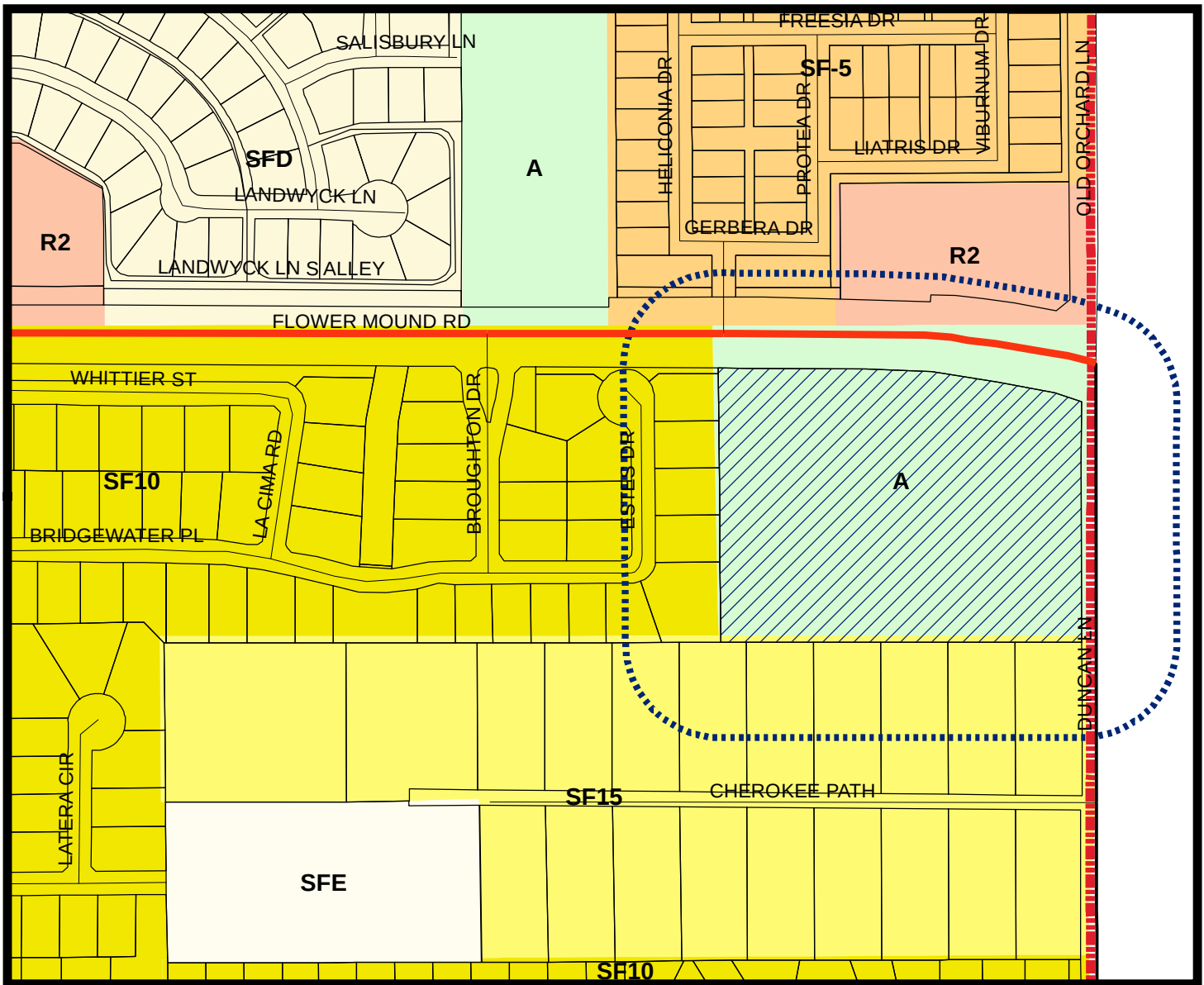
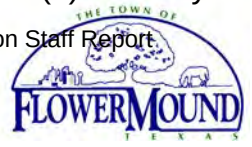
1. Master Plan Exhibit

#### **C. Correspondence**

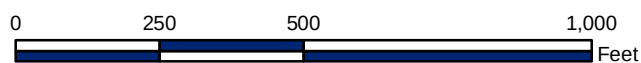
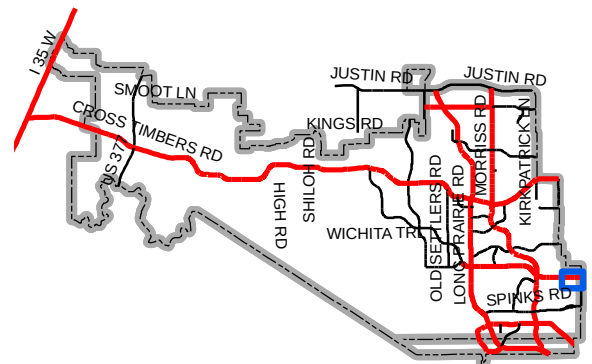
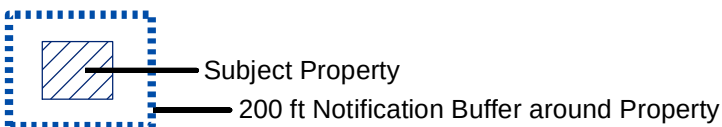
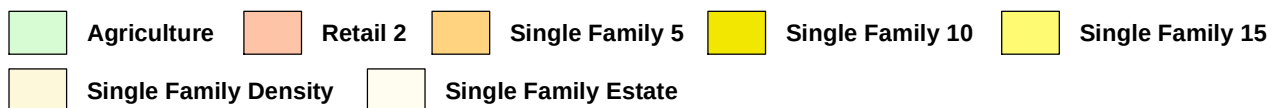
1. Correspondence in Support

# Vicinity Map

Reference Project: MPA17-0012 & ZPD17-0014



## LEGEND



Map Location



*Rembert Enterprises, Inc.*

3625 Bonanza Lane Flower Mound, TX 75022

March 27, 2018

Mr. Richard Brown  
Senior Planner  
Planning Division  
1001 Cross Timbers Road #2330  
Flower Mound, TX 75028

RE: Tinley Park (Community)  
Flower Mound, Texas

Dear Mr. Brown,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment and Zoning Planned Development.

In June of 2017, we began the process of planning this +/- 9.912 Acre tract of land at the Intersection of FM3040 (also known as Flower Mound Road, a public roadway) and Duncan Road, along Long Prairie Road, by meeting with a few Town Council members and Planning Director, after which we proceeded on to a DRC meeting. Chapter 98 of Subpart B of the Code of Ordinance, entitled "Zoning" has been amended to allow flexibility and encourage a more creative and efficient community design. The proposed community is consistent with the stated goals of the Town's Master Plan. We are utilizing site features such as size, location, historical views and vegetation to develop this community. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment and Zoning Exhibit, proposed development regulations and Concept Plan. We are preserving the natural gateway into our town by preserving a large portion of open space along Flower Mound Road (FM 3040). This open space has historically been used as a bluebonnet field entry into the town. We will attempt to preserve this historical view, by not interrupting the bluebonnet field and the beautiful entrance into the Town will remain.

The tracts are currently identified on the Town's Master Land Use Plan as retail. The existing zoning is agricultural. It appears that this location is not a preferred location for a retail site. Also there is a major retail site at the southeast corner and intersection of Gerault Road and Flower Mound Road, which is much more desirable, but still undeveloped.

The proposed zoning is for single-family residential, which will consist of 39 buildable lots, with five (5) X-lots-open space, as mentioned above, at the gateway into the Town. We are proposing to change the Master Plan, Land Use Plan and Zoning to accommodate a uniquely developed community that is

adjacent to existing adjoining residential uses. The adjacent neighborhoods, Creekside by Toll Brothers is zoned Medium Density Residential and the community to the south is zoned Low Density. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density single family detached land use and a base zoning of Single Family-5, which has a minimum lot size of 5,000 sf, we are proposing a minimum lot size of 6,000 sf, which is comparable to the lot sizes across the street (Orchard Flowers). Lot sizes in the proposed community will be a minimum of 6,000 sf, with an average of 6,985 sf, with our largest lot being 15,805 sf. Proposed uses and development standards are consistent with the purposes of the base zoning district.

The proposed Planned Development District is surrounded by residential on the south and west side and major Town roads on the north and east side. The eastern boundary of the property is adjacent to the City of Lewisville. The density of proposed community shall not exceed 3.93 dwelling units per acre. The plans conform to all Town land development regulations. We are providing approximately 1.1 acres of open space/park along Flower Mound Road (F.M. 3040) as a community buffer. The buffer opens along FM 3040 and far exceeds the 25' required by the Towns' regulations. In some cases, we exceed the required regulations by more than 100'.

Staff has suggested a residential amenity to be proposed in the detention area, which is located in the southwest corner of the community. We will be more than happy to propose something during the Development Plan phase, once we determine the volume and space requirements of our detention facility.

A modification to the Town's ordinance 90-272, lot depth cannot exceed 2 ½ times the width, is being requested. This exception is being sought to provide a larger buffer between the low density residential to the south. We are providing a larger rear yard setback for these lots.

An exception to the Town's ordinance 90-423, underground utility lines, is being requested. We are working with the electric provider to explain the burden and cost of placing utility lines underground.

We are requesting that the Park Board consider accepting the 1.1 acres of open space along FM3040 as park land in lieu of paying park land fees. The Parks Department has already indicated that they maintain and over seed this area every year with bluebonnets for our community enjoyment.

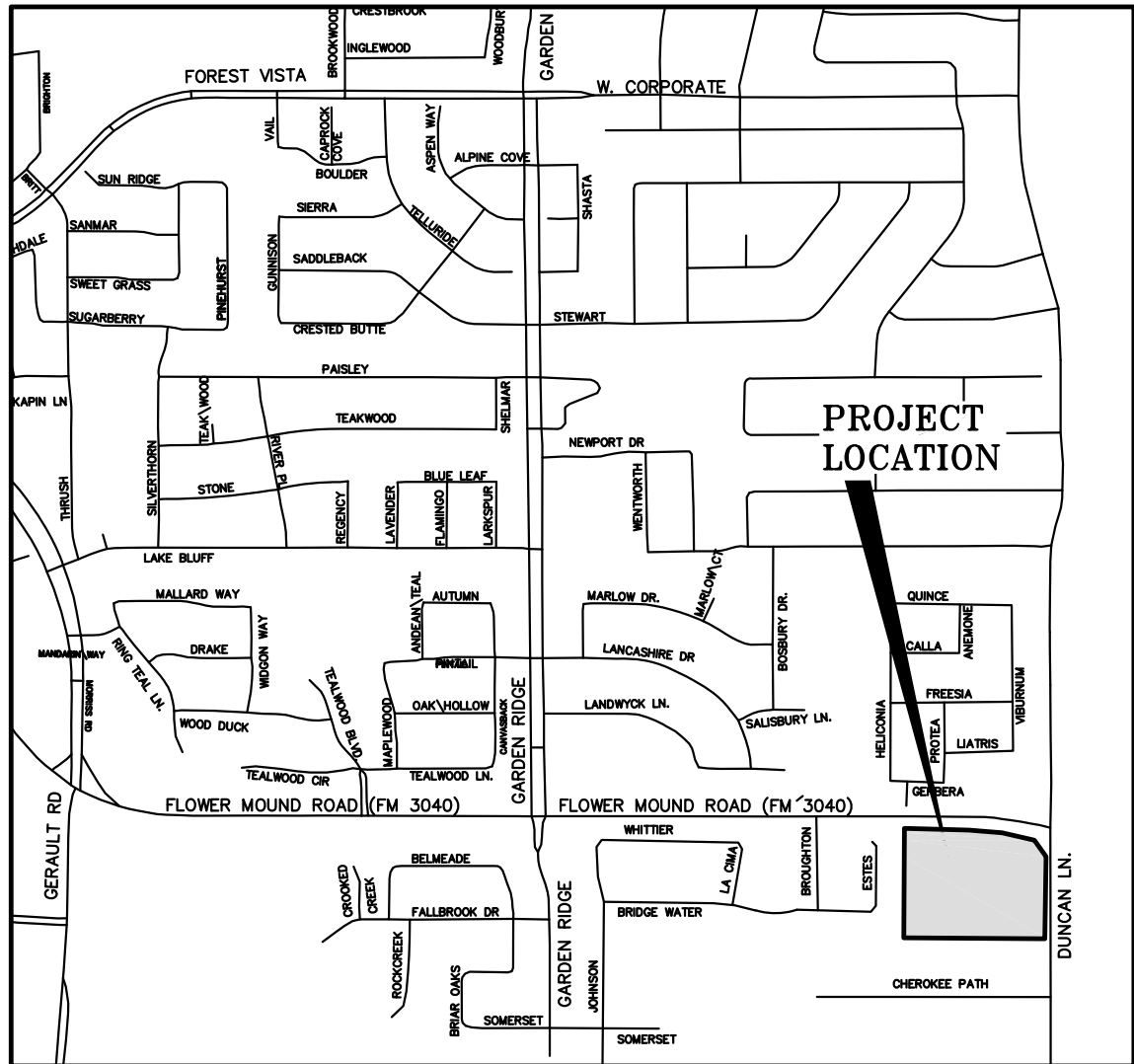
Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert



| <i>LEGEND</i> |                                    |
|---------------|------------------------------------|
| D.R.D.C.T.    | DEED RECORDS, DENTON COUNTY, TEXAS |
| P.R.D.C.T.    | PLAT RECORDS, DENTON COUNTY, TEXAS |
| R.P.R.D.C.T.  | REPLAT RECORD DENTON COUNTY, TEXAS |
| — — — — —     | PROPERTY BOUNDARY                  |
| — — — — —     | ADJACENT PROPERTY BOUNDARY         |

[illegible]

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

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

Tel. No. (972) 353-8000  
Fax No. (972) 353-6011

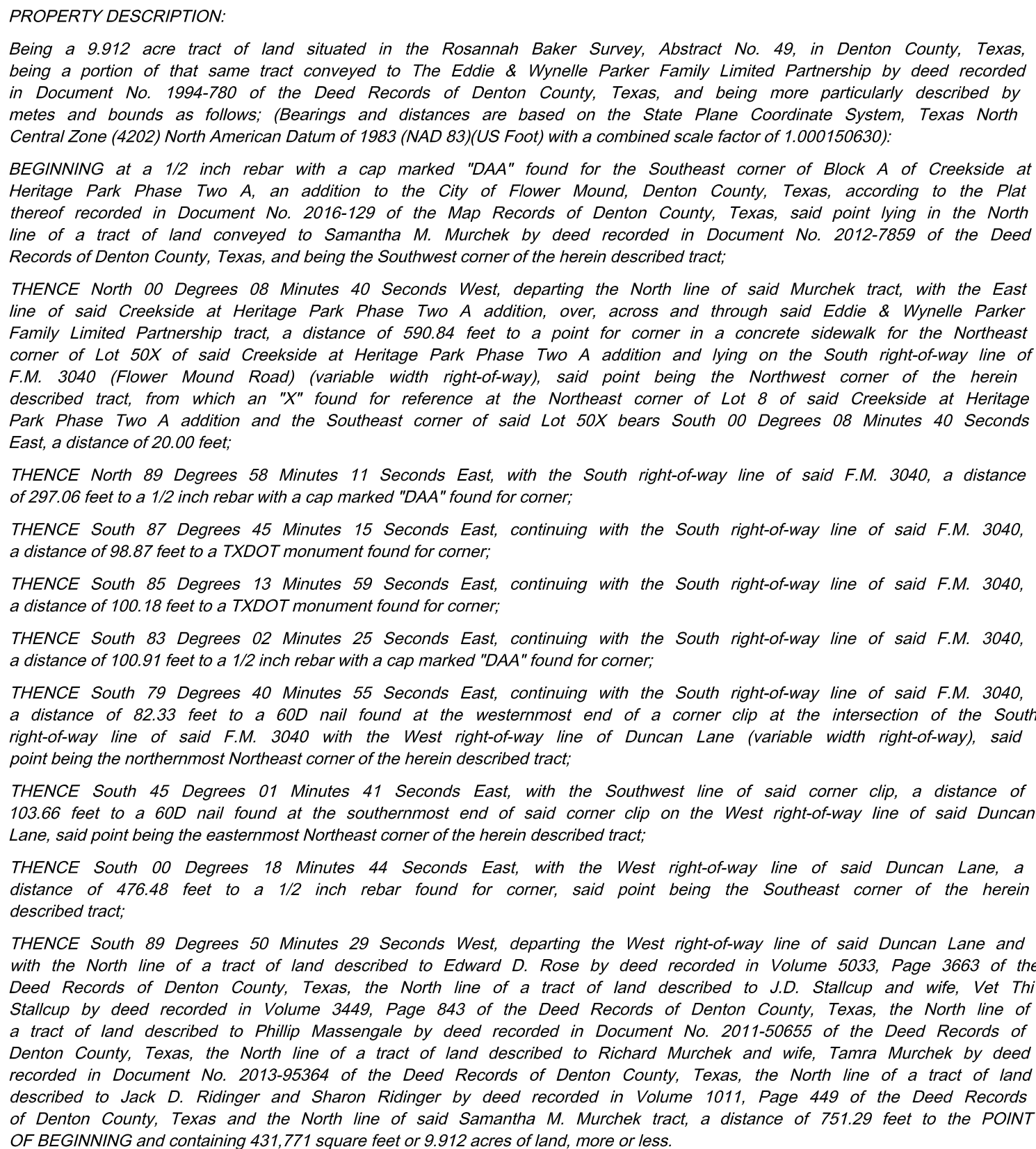
TINLEY PARK  
RESIDENTIAL SUBDIVISION  
FLOWER MOUND, TEXAS

**MASTER PLAN AMENDMENT  
EXHIBIT**

|              |                |
|--------------|----------------|
| Scale:       | 1" = 50'       |
| Designed by: | LDR            |
| Drawn by:    | JWH            |
| Checked by:  | LDR            |
| Date:        | MARCH 26, 2018 |
| Project No.  | 035-027        |

SHEET

1



**OWNER:**  
The Eddie and Wynelle Parker Family  
Limited Partnership  
8823 Graywood Dr.  
Dallas, TX 75243

**DEVELOPER/APPLICANT:**  
Rembert Enterprises, Inc.  
3625 Bonanza Lane  
Flower Mound, TX 75022  
CONTACT: Reginald Rembert  
214-213-5982

**ENGINEER:**  
Ridinger Associates, Inc.  
550 S. Edmonds Ln. Suite 101  
Lewisville, TX 75067  
CONTACT: Dale Ridinger  
972-353-8000 Office  
972-353-8011 Fax

**From:** Curt Fuller  
**Sent:** Tuesday, April 3, 2018 9:28 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Subject:** Tinley Park Development

April 3, 2018  
Mr. Richard Brown  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Dear Mr. Brown:

I have lived in Flower Mound for 18 years. I live in the Forums subdivision next to the Riverwalk development. I have a background in commercial and residential real estate and mortgages. I am excited about the various developments underway in Flower Mound including the Riverwalk and Lakeside. I believe these will bring much needed services and amenities to our town.

I am also aware of how fortunate I am to have moved to Flower Mound in 2000 when it was more affordable. As I have talked with others who are looking to move and mention Flower Mound I am often met with the comments about there not being enough variety in residential real estate for those looking to move into a first or second home. To that end I believe we need to have a balance of small and large lot developments in the town. The price of the dirt often drives the price of the homes in Flower Mound to a large extent. I am aware that a developer is looking to bring a higher density development to Flower Mound. I think this particular developer and development are great for our town.

This developer is a resident of Flower Mound and known for preserving large portions of the tracts it develops for conservation. The Parkside at Woodlake project on FM 2499 is recent, perfect example. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our town, as well as those who would like to downsize and remain in the town.

I understand the developer is seeking a Master Plan Amendment and Zoning change from the Town. I would like to express my support for the Tinley Park development.

Sincerely,  
[Curt Fuller](#)  
3901 Saturn Street  
Flower Mound, Texas 75028



March 27, 2018

Mr. Richard Brown  
Senior Planner  
Planning Services Division Town of  
Flower Mound  
richard.brown@flower-mound.com

Mr. Brown:

I am aware that the developer of Tinley Park (the project at the intersection of FM3040 and Duncan Lane) is seeking a Master Plan Amendment and Zoning change from the Town.

I would like to express my support in favor of Tinley Park development.

This is a High-Density proposal, but NOT apartments. As the Cross Timbers Conservation area is reserved for the larger lots, I believe the Town should not waste an opportunity for smaller lots on some of the Town's infill tracts. Recently and in the past, we have had many interested retail groups look at the property because of its size and great location.

Our family has owned this tract of land in Flower Mound since the 1970s. I believe there's a need for balance of small and large lot developments in the Town. As you are aware, the property is situated at the boundary line between Flower Mound and Lewisville. With the recent opening of the new school on Duncan, the aquatics center, the festivals and activities at the park and ballfields just to the south, and not to mention the spring "photo-ops" that have occurred along the FM3040 portion of the property over the years, this area of the Town has become an engaging destination point for many residents.

This is a perfect property for this development. It is an outstanding opportunity to solidify it as a true, standout gateway into Flower Mound. The developer is preserving a large portion of open space along FM3040 for the Town's continued enjoyment. This community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project on FM2499. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to the Town, as well as those who would like to downsize and remain in the Town.

Please accept this letter as support for the Tinley Park project.

Sincerely,

Curtis Parker  
The Parker Family  
101 Flower Mound Road  
Flower Mound, Texas 75022

Ronald D. O'Neal

2704 Heather Wood Dr.

Flower Mound, TX 75022

April 2, 2018

Re: Tinley Park

Richard Brown – Senior Planner

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, TX 75028

Dear Mr. Brown:

As you know, Tinley Park is seeking a Master Plan Amendment and zoning change from the Town of Flower Mound. I would like to offer my support for the Tinley Park Development located at the intersection of FM 3040 and Duncan Lane. I realize this is a high density proposal, but at least it is not for an apartment complex. This corner is currently land use for retail, however, since it is on the south side of FM 3040, I believe retail will not be a good option seeing that usually retail desires coming home traffic.

Since this is at the gateway to our town and the developer is preserving a large portion of open space along FM 3040 for the town's enjoyment, this property is perfect for smaller lots especially since this community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project just south of my home in the Villages of Northshore. This type of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our town, not to mention some younger families who may want to live close to their parents in the 55 plus community across the street.

Please accept this letter as support for the Tinley Park project.

Best Regards,

  
Ronald D. O'Neal

**On Behalf Of** Joni Koch

**Sent:** Tuesday, March 27, 2018 11:53 AM

**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>

**Subject:** Tinley Park

March 27, 2018

Mr. Richard Brown

Senior Planner

Planning Services Division

Town of Flower Mound

[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Mr. Brown:

It has come to my attention that the developer of Tinley Park (project at the intersection of FM3040 and Duncan Lane) is seeking a Master Plan Amendment and Zoning change from the Town.

I would like to express my support of Tinley Park development.

As a long-time Flower Mound resident, I believe there's a need for balance of small and large lot developments in the Town. This is a High Density proposal, but NOT apartments. As the Cross Timbers Conservation area is reserved for the larger lots, I believe the Town should not waste an opportunity for smaller lots on some of the Town's infill tracts.

This is a perfect property for such a development, because it is at the gateway to our Town and the developer is preserving a large portion of open space along FM3040 for the Town's enjoyment. This community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project on FM 2499. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our Town, as well as those who would like to downsize and remain in the Town.

Please accept this letter as support for the Tinley Park project.

Sincerely,

Joni Koch

5380 Harbor View Drive

Flower Mound, Texas 75022

**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 RETAIL TO HIGH DENSITY SINGLE FAMILY DETACHED ON APPROXIMATELY 9.912 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NUMBER 49; 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 9.912 acres of land in the Rosannah Baker Survey, Abstract Number 49, has filed an application for a Master Plan Amendment to change the current land use designation from Retail to High Density Single Family Detached; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on April 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 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 9.912 acres of land in the Rosannah Baker Survey, Abstract Number 49, 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 Retail to High Density Single Family Detached for the approximately 9.912 acres of the project area depicted

Ordinance No. \_\_\_\_\_

**Page 2**

on Exhibit "B," 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:**

\_\_\_\_\_  
Thomas E. Hayden, **MAYOR**

**ATTEST:**

\_\_\_\_\_  
Theresa Scott, **TOWN SECRETARY**

Ordinance No. \_\_\_\_\_

Page 3

**Exhibit "A"****PROPERTY  
DESCRIPTION:**

Being a 9.912 acre tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in Denton County, Texas, being a portion of that same tract conveyed to The Eddie & Wynelle Parker Family Limited Partnership by deed recorded in Document No. 1994-780 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows; (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630):

BEGINNING at a 1/2 inch rebar with a cap marked "DAA" found for the Southeast corner of Block A of Creekside at Heritage Park Phase Two A, an addition to the City of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016-129 of the Map Records of Denton County, Texas, said point lying in the North line of a tract of land conveyed to Samantha M. Murchek by deed recorded in Document No. 2012-7859 of the Deed Records of Denton County, Texas, and being the Southwest corner of the herein described tract;

THENCE North 00 Degrees 08 Minutes 40 Seconds West, departing the North line of said Murchek tract, with the East line of said Creekside at Heritage Park Phase Two A addition, over, across and through said Eddie & Wynelle Parker Family Limited Partnership tract, a distance of 590.84 feet to a point for corner in a concrete sidewalk for the Northeast corner of Lot 50X of said Creekside at Heritage Park Phase Two A addition and lying on the South right-of-way line of F.M. 3040 (Flower Mound Road) (variable width right-of-way), said point being the Northwest corner of the herein described tract, from which an "X" found for reference at the Northeast corner of Lot 8 of said Creekside at Heritage Park Phase Two A addition and the Southeast corner of said Lot 50X bears South 00 Degrees 08 Minutes 40 Seconds East, a distance of 20.00 feet;

THENCE North 89 Degrees 58 Minutes 11 Seconds East, with the South right-of-way line of said F.M. 3040, a distance of 297.06 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

THENCE South 87 Degrees 45 Minutes 15 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 98.87 feet to a TXDOT monument found for corner;

THENCE South 85 Degrees 13 Minutes 59 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.18 feet to a TXDOT monument found for corner;

THENCE South 83 Degrees 02 Minutes 25 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.91 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

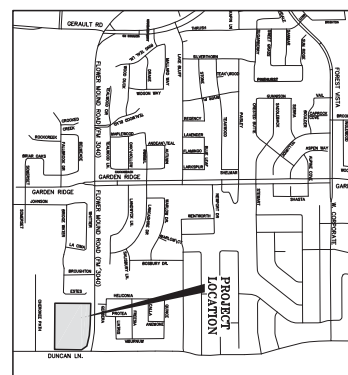
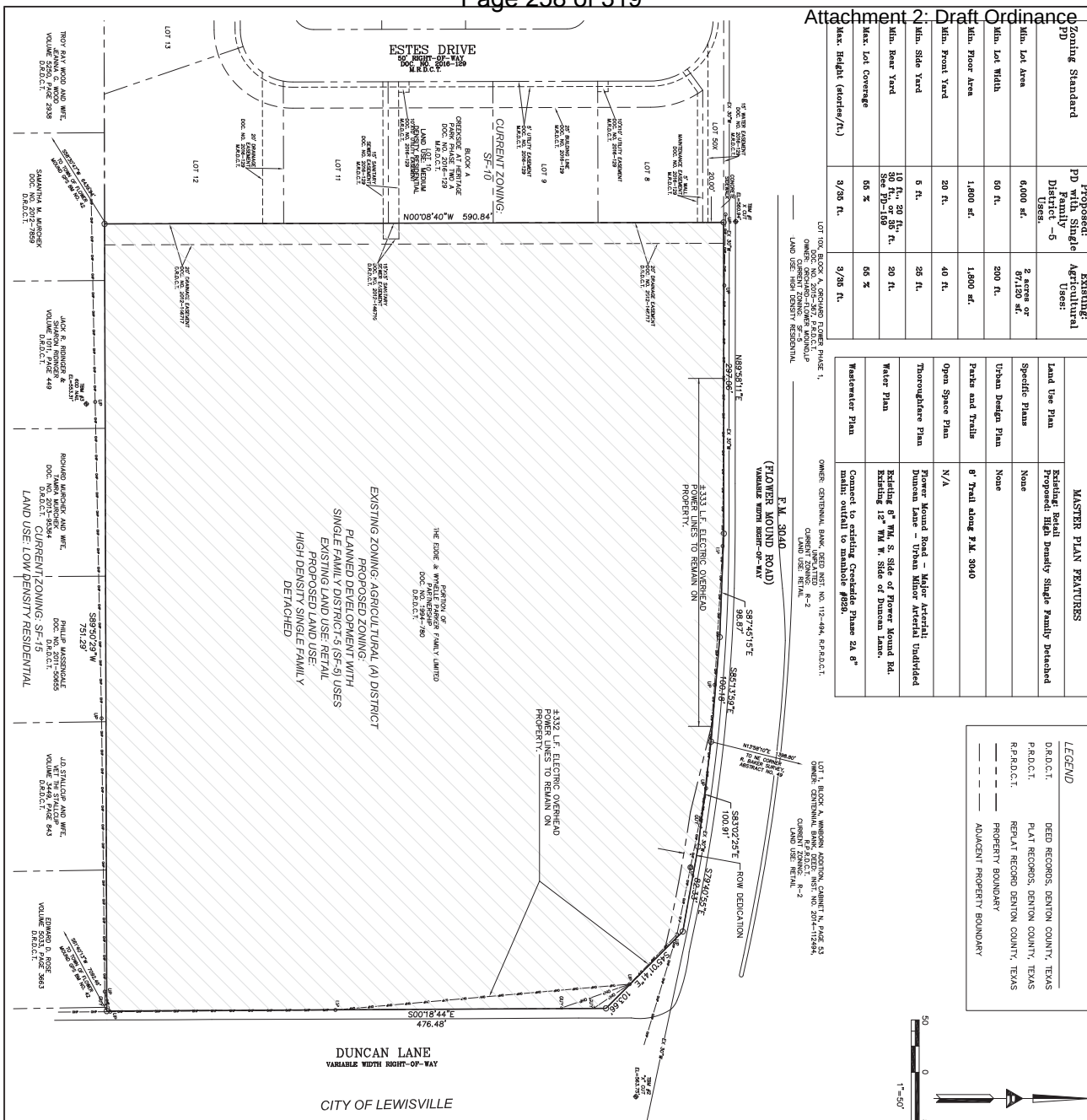
THENCE South 79 Degrees 40 Minutes 55 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 82.33 feet to a 60D nail found at the westernmost end of a corner clip at the intersection of the South right-of-way line of said F.M. 3040 with the West right-of-way line of Duncan Lane (variable width right-of-way), said point being the northernmost Northeast corner of the herein described tract;

THENCE South 45 Degrees 01 Minutes 41 Seconds East, with the Southwest line of said corner clip, a distance of 103.66 feet to a 60D nail found at the southernmost end of said corner clip on the West right-of-way line of said Duncan Lane, said point being the easternmost Northeast corner of the herein described tract;

**Ordinance No. \_\_\_\_\_****Page 4**

THENCE South 00 Degrees 18 Minutes 44 Seconds East, with the West right-of-way line of said Duncan Lane, a distance of 476.48 feet to a 1/2 inch rebar found for corner, said point being the Southeast corner of the herein described tract;

THENCE South 89 Degrees 50 Minutes 29 Seconds West, departing the West right-of-way line of said Duncan Lane and with the North line of a tract of land described to Edward D. Rose by deed recorded in Volume 5033, Page 3663 of the Deed Records of Denton County, Texas, the North line of a tract of land described to J.D. Stallcup and wife, Vet Thi Stallcup by deed recorded in Volume 3449, Page 843 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Phillip Massengale by deed recorded in Document No. 2011-50655 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Richard Murchek and wife, Tamra Murchek by deed recorded in Document No. 2013-95364 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Jack D. Ridinger and Sharon Ridinger by deed recorded in Volume 1011, Page 449 of the Deed Records of Denton County, Texas and the North line of said Samantha M. Murchek tract, a distance of 751.29 feet to the POINT OF BEGINNING and containing 431,771 square feet or 9.912 acres of land, more or less.



### PROPERTY DESCRIPTION

[illegible]

**OWNER:**  
The Eddie and Wynne Parker Family  
10000 Highway 101  
8823 Graywood Dr.  
Dallas, TX 75243

**DEVELOPER/APPLICANT:**  
Rembert Enterprises, Inc.  
3625 Ross  
Ft. Worth, TX 76102  
CONTACT: Raymond Rembert  
214-211-5982

**ENGINEER:**  
Ridinger Associates, Inc.  
550 S. Edmond Ave., Suite 101  
Ft. Worth, TX 76102  
CONTACT: Dan Ridinger  
972-353-8000 Office  
972-353-8011 Fax

**TINLEY PARK**  
RESIDENTIAL SUBDIVISION  
9.912 acres Situated in the  
Rosamath Baker Survey, Abstract No. 45  
In the  
Town of Flower Mound  
Denton County, Texas

|            |                      |
|------------|----------------------|
| SHEET<br>1 | Scale: 1" = 50'      |
|            | Designed by: LDR     |
|            | Drawn by: JWH        |
|            | Checked by: LDR      |
|            | Date: MARCH 26, 2018 |
|            | Project No. 035-027  |

MASTER PLAN AMENDMENT  
EXHIBIT

TINLEY PARK  
RESIDENTIAL SUBDIVISION  
FLOWER MOUND, TEXAS

|     |      |           |       |
|-----|------|-----------|-------|
|     |      |           |       |
|     |      |           |       |
|     |      |           |       |
| No. | Date | Revisions | Appr. |





**From:** Briana Bass

**Sent:** Monday, April 9, 2018 2:14 PM

**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>

**Subject:** URGENT: REZONING 4.9.2018

Community of Flower Mound and Richard Brown,

A monumental investment was made in the purchasing of our home and lot selection. The back of my home (entirely) is windows, extending up two large stories, each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months on end of residential take over.

Pros with the original agreed upon zoning plan are an increase in property value, or lack of effect re: office or retail. A lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

**Regardless** of the pros and cons however, the fact paramount, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot, only to what seems to be now, a game of bait and switch.

I can assert and defend that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office or retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

Given my work schedule, I may not be able to attend the meeting this evening and request my thoughts be heard through this email.

***Again, please respect my family's investment, and our home.***

Thank you,

Briana

Briana Bass

**From:** Kishore Korrapati

**Sent:** Tuesday, April 10, 2018 10:25 PM

**To:** planning <planning@flower-mound.com>; Richard-brown@flower-mound.com

**Subject:** MPA17-0012 - Tinley Park

Hi Mr. Richard

My name is kishore Korrapati .

we live in @1801 Estes Dr and I am emailing you in regards to Tinley Park public hearing. We could not attend the meeting but I heard the recorded video of the same to get more information.

The builder did not contact us for our input in rezoning that area which is now very beautiful

We are opposed to this zoning change. If we were know about this change we would have considered different location for our primary house. we purchased this house in 2017.

--

Regards

Kishore Raja

**From:** Manish Misri  
**Sent:** Monday, April 9, 2018 2:42 PM  
**To:** Briana Bass  
**Cc:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** Re: URGENT: REZONING 4.9.2018

Dear Richard Brown,

I echo the same views expressed by Jameson and Brianna. A high density residential community right across the fence is not desirable and am opposed to the rezoning request. Please stick to your original proposal.

Thanks,

Manish Misri

1804 Estes Dr

---

On Mon, Apr 9, 2018 at 2:14 PM, Briana Bass > wrote:

Community of Flower Mound and Richard Brown,

A monumental investment was made in the purchasing of our home and lot selection. The back of my home (entirely) is windows, extending up two large stories, each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months on end of residential take over.

Pros with the original agreed upon zoning plan are an increase in property value, or lack of effect re: office or retail. A lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

**Regardless** of the pros and cons however, the fact paramount, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot, only to what seems to be now, a game of bait and switch.

I can assert and defend that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office or retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

Given my work schedule, I may not be able to attend the meeting this evening and request my thoughts be heard through this email.

***Again, please respect my family's investment, and our home.***

Thank you,

Briana

Briana Bass

**From:** Jameson Bass  
**Sent:** Monday, April 9, 2018 1:03 PM  
**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Cc:** Briana Bass  
**Subject:** re: ZONING PLANNED DEVELOPMENT (ZPD17-0014)

Richard Brown,

As an interested property owner (1812 Estes Dr) my family and I are adamantly OPPOSED to any changes to the zoning agreements that have already been decided and settled upon, such as changing to be zoned for residential.

My family and I made the substantial investment of purchasing a house with the expectation that the current zoning agreements would be honored. I have spoken to all of the residents on our streets and can honestly relay that WE DO NOT WANT RESIDENTIAL zoning for the area directly behind our homes. We want the zoning plans to REMAIN UNCHANGED as they have already been decided (retail or office).

Please take our views into consideration, and do not allow changes to the agreed upon zoning plans occur simply because a builder wants to build out yet another residential subdivision. This area clearly needs something other than residential, and that corner is the perfect spot exactly for that. I believe the planning was absolutely correct in initially zoning the area NOT for residential and should not change these plans.

Several of us intend to attend the meeting today at 6:30 to further express our views, but wanted to send this email as well.

Regards,

Charles Bass

1812 Estes Dr.

**From:** Richard Brown  
**Sent:** Tuesday, April 10, 2018 11:05 AM  
**To:** 'Jameson  
**Subject:** tinley park

mr bass

thankx for your note; i received one from your wife however was not able to respond. per her request, i did inform the commission a homeowner along the applicant's western property line emailed they were not able to stay longer but did want it known of the opposition to the request.

you may view the hearing at the following link:

<http://flowermoundtx.swagit.com/play/04092018-1368/7/>

this email will be provided to town council in their packet for next monday's hearing. i'll be in later so do not hesitate to call if a discussion is warranted.



*Richard E. Brown*  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

**Q<sup>3</sup>** Quality People + Quality Service = Quality of Life

**From:** Jameson Bass  
**Sent:** Tuesday, April 10, 2018 8:08 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Cc:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** Re: tinley park

Richard,

There were a total of three affected households represented at the P&Z hearing, however we left after 2.5 hours of the previous issue debate (Lakeside) not even getting through its first of two issues.

We are assuming that such a tremendous amount of time spent on single issue drawing such large crowd is an anomaly.

Attached is a picture merely as proof showing that we were in fact present.

After our conversation yesterday I spoke with all immediate neighbors and can say that 100% of them are very much opposed to the deviation from Master Plan requested by the builder.

We all plan on attending the town council next week to continue to fight against what we believe to be an unfair change that has only the builders' business interests in mind at the expense of several new FM residents.

As of now, I am not sure what the status is of our issue, if was even addressed due to time constraints, nor what the committee decision outcome was.

Due to the anomalous circumstances of the Lakeside zoning 'filibuster' and the unfortunate scheduling of our issue afterwards, where might I be able to view the materials that were presented re: our issue? as well as find out what the resulting recommendation of the committee?

I will make sure to distributed to the other affected neighbors with identical concerns so that they don't all ask you for same.



Even though our issue is so much smaller and simpler than Lakeside issue pictured above, we have a greater percentage of the affected residents who are now willing to take action.

Please include this correspondence in the records available for town council review of the matter at hand.

Regards,

Charles Bass

1812 Estes Dr.

**From:** Venkata K  
**Sent:** Tuesday, April 10, 2018 11:14 PM  
**To:** planning <planning@flower-mound.com>  
**Cc:** Richard-brown@flower-mound.com  
**Subject:** MPA17 - 0012 - Tinley Park rezoning

Respected Town Planning Commissioners,

My name is Venkata Kondapalli and I live at 1805 Estes Dr, Flower Mound. I have received a letter in the mail about the Tinley Park rezoning and I would like to bring to your attention that I am opposed to the rezoning.

Thank you!

Sincerely,

Venkata Kondapalli

1805 Estes Dr, Flower Mound



From: Don Truong  
Sent: Tuesday, April 10, 2018 9:56 PM  
To: planning <planning@flower-mound.com>  
Cc: richardbrown@flowermound.com  
Subject: Agricultural Lot

Good evening Mr.Brown. My name is Don Truong, and I currently reside at 1816 Estes Drive, Flower Mound, TX 75028. I recently heard about the MPA17-0012 - Tinley Park proposal for residential construction in the lot behind my house, and I could not be more opposed. The local Toll Brothers neighborhood stands together in the belief that the agricultural field should stay as beautiful as it is currently. Thank you for understanding.

The Truong Family

**From:** Vamsi Rompicharla

**Sent:** Tuesday, April 10, 2018 11:18 PM

**To:** planning <planning@flower-mound.com>; richard-brown@flower-mound.com

**Subject:** MPA17-0012 - Tinley Park

City of Flower Mound & Mr Richard Brown,

My name is Vamsi and as a proud resident and home owner of the City of Flower Mound, I love how the residential communities are structured and transition across different sub divisions is well preserved through the city.

The proposed Tinley park rezoning to High density residential homes right behind our medium density and big lot community like Creekside at Heritage Park goes against this very fabric that this city is built on.

My home on Estes Dr is impacted greatly by this and I would like to voice my opposition along with all other homeowners to the planned rezoning.

In case the residential plan is approved, I would request the city to atleast consider the transition and mandate the builder leave same amount of yardage on the west side lots as they are doing on South side along with a mature Tree line so that the Estes Dr homes are not impacted.

I hope you will consider the opinion of all impacted homeowners before making a decision on this issue.

Sincerely,

Vamsi Rompicharla.

1808 Estes Dr,

From: ARUN MURTHY

Sent: Tuesday, April 10, 2018 6:57 PM

To: planning <planning@flower-mound.com>; Town Council <towncouncil@flower-mound.com>

Subject: Tinley Park Development

Town Council -

I am writing regarding the Tinley Park development proposed for the corner of 3040 and Duncan. I originally sent an email in December opposing the development. I met with the developer, Mr Rembert, today. He answered many of my questions. I have always supported having a residential area on that site instead of “unknown retail”. I do have a few concerns that I expressed to Mr Rembert, and I would like to outline them here.

1)I am not excited about the sheer number of lots. Medium density would be more palatable to me, but I was very happy with the 35’ setbacks on the south and 20’ setbacks on the west. Since the back of my house faces SE, the 35’ setbacks are appreciated.

2)My property is directly adjacent to the proposed “detention pond”. I understand that this will normally be dry, but I’m still concerned about some standing water causing possible mosquito and other bug infestations. This is one and only drainage point for the entire development. I have spent upwards of \$150,000 on a pool and outdoor living areas that are on the other side of the pond area.

3)There are many nice trees in the open space/drainage area. I would like to see if some of those trees can be saved - possibly the ones closest to the current retaining wall/fence. This provides a nice buffer between the developments. Mr Rembert told me that they would be willing to plant trees after the pond was created, but it would take years to have decent growth. It would be nice to have some mature trees around the pond to add to the “amenity like” setting they would like to create.

As I stated, with a few tweaks, I think this could be a good development for the town. It is a much better entry to the town than a strip mall.

Thanks for your consideration.

Arun Murthy  
1800 Estes Drive, 75028

**From:** Briana Bass

**Sent:** Wednesday, April 11, 2018 2:19 PM

**To:** Town Council <towncouncil@flower-mound.com>; Richard Brown <richard.brown@flower-mound.com>

**Subject:** Council Please Read and Personal Home Invitation: Tinley Park

Dear Council,

In the event my family is unable to attend the **Tinley Park** meeting, I wanted to ensure our feedback was shared with your team in-advance. Thank you for your time in reviewing this communication – *I respect and appreciate it.*

A monumental investment was made in the purchasing/building of our home and specifically, lot selection. The back of my home (*entirely, floor to rooftop*) is windows, extending up two large stories. Each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months or years on end of residential take over, violating the originally agreed upon zoning.

The location in which we chose to build our home was **strategic and well-educated**. As a couple making the **purchase of our lifetime**, we researched the area and zoning to ensure it was a wise investment and could provide the home we prayed for. Only a year or so later, *the rug is being pulled out from under us*. Receiving only a letter in the mail did I gain knowledge of a proposed rezoning. A proposed rezoning, compromising **my family's safety, privacy and ultimately, quality of life**.

I have **never** personally seen, met, been contacted by, or spoken with the builder (applicant). I received no correspondence of any kind re: efforts to accommodate or respect my family's home. The applicant has **never** discussed working with us etc. as the applicant falsely stated in the last meeting.

In a perfect world, the agriculture would stay as is. However, I *respect and honor* the agreed upon zoning of retail and come before you, **begging**, on my knees for returned respect of our agreed upon zoning arrangement. **Never**, would my family have built a home, *pouring in our life savings*, knowing high-density residential would abut against it. Now, I will look down into countless backyards, multiple to my just one, my view being however those homes elect to maintain their backyards... this is a **sledgehammer** to our home resale. My privacy is gone, stripped away. Those tenants could view clearly my family's activities in our home. **No longer will I feel safe or secure**. A place for escape, now a place of **angst and worry**.

We can't wrap our heads around why this rezoning is being considered to begin with, but should this be caustically imposed upon us. *We beg* for respect, respect in a significant green barrier, respect for the beautiful land of mature trees and flowers, respect for our privacy, respect for our safety, respect for our floor to ceiling windows, our serenity and our *life-savings* investment, my family's home.

I work a 12 hour day, we raise our children in these homes. What was thought to be a well-educated strategic decision to create a dream safe-haven for escape in Flower Mound, will soon be a sad mistake should this rezoning be authorized.

Further, a lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

Regardless of the pros and cons however, *the fact paramount*, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot to build upon, only to be devastated by this possibility and met with regret.

**I can assert and defend whole-heartedly** that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office/retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

**It would be my honor to welcome you into my home, if even for a minute or two, please allow us the opportunity to show you our safe-haven, and the impact this decision would have. Would any council member be willing to visit our home?**

I request my thoughts be officially heard through this email.

Writing from my office, I did not have a photo on hand of our view but I did of our windows from the ground of our backyard.

Reiteratively, *please help us in protecting* my family's home.

Thank you,  
Briana

Briana Bass



## TOWN COUNCIL AGENDA ITEM NO. 22

### REGULAR ITEM

---

**DATE:** April 16, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) 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 \$235,872 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$54,132. The property is generally located south of Flower Mound Road and west of Duncan Lane. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its April 9, 2018, meeting.)**

---

**BACKGROUND INFORMATION:** Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 4.

In consideration of concerns raised during the public hearing, the P&Z recommendation included two additional amendments: 1) the removal of Lot 3, Block B; and 2) the prohibition of second-story, rear windows and balconies on the lots backing up to the south property boundary.

The applicant has agreed to the removal of Lot 3, Block B, which adds approximately 7,667 square feet of land area to the bluebonnet area. In context with reducing the number of buildable lots (from 39 to 38), the applicant is also providing an appraisal to calculate required park land dedication fees [see Attachment 3].

Attachment 5 provides a comparison between the revised number of buildable lots proposed by the applicant (38) and a comparison to the fair market value as established by the Town and an appraisal provided by the applicant. Lastly, various motion options for the park land dedication are provided for the Council's consideration.

At the April 16 meeting, the applicant will propose an alternative development standard to the P&Z recommendation to prohibit windows and balconies above the first floor.

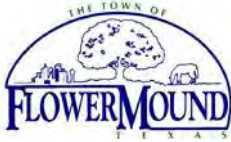
The draft ordinance incorporates the amendments as recommended by P&Z.

#### **ATTACHMENTS:**

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Park Land Dedication and Park Development Fees-Revised Proposal
4. Additional Correspondence
5. Park Land Dedication and Fees

**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 a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances, and adopt an ordinance providing for said amendment, and acceptance of cash in lieu of land in the amount of \$235,872 in place of the otherwise required Park Land dedication and Park Development Fees in the amount of \$54,132.



## PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

---

**DATE:** April 9, 2018

**FROM:** Richard Brown, Senior Planner

**ITEM:** **Public Hearing to consider a request for rezoning (ZPD17-0014 – Tinley Park) from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses, with certain exceptions and modifications to the Code of Ordinances. The property is generally located south of Flower Mound Road and west of Duncan 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, as well as unresolved items, which necessitate special consideration by the Commission (see Application Analysis below).

The project has a companion application, Master Plan Amendment (MPA17-0012), for consideration on the same agenda. Approval of this rezoning request is contingent upon approval of the Master Plan Amendment.

This application will require final action by the Town Council.

### II. APPLICATION ANALYSIS

The purpose of this request is to rezone approximately 9.912 acres of land in order to develop residential lots in conformance with the proposed Master Plan designation of High Density Single Family Detached. The existing Agricultural zoning requires residential lots containing a minimum two acres in size.

The property is located in the southwest quadrant of Flower Mound Road and Duncan Lane. The development will provide for two points of ingress/egress; one along the south line of Flower Mound Road and one along the west line of Duncan Lane.

The accompanying conceptual site plan [Attachment B(1)] provides for a single phase residential development consisting of 39 single-family, detached dwellings and five x-lots (approximately 1.63 acres), with one being the wildflower preserve at the corner of Flower Mound Road and Duncan Lane and consisting of approximately 0.984 acres of the approximate 1.63 acres. In addition to required off-street parking for the proposed single family dwellings, the applicant has provided ten visitor spaces (abutting the south side of the proposed wildflower preserve/x-lot) to accommodate residents' guests as well as visitors to the wildflower preserve area.



### III. REQUESTED MODIFICATIONS

As a component of the request, the applicant is requesting the following modifications to the minimum and maximum dimensional regulations of the SF-5 zoning district:

| TOWN STANDARD                        | EXISTING ZONING-<br>AGRICULTURAL<br>DISTRICT | TOWN'S LAND<br>DEVELOPMENT<br>REGULATIONS FOR AN<br>SF-5 DISTRICT | PROPOSED PD-159<br>BASED ON THE SF-5<br>DISTRICT |
|--------------------------------------|----------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------|
| MINIMUM LOT AREA                     | TWO ACRES                                    | 5,000 SF                                                          | 6,000 SF                                         |
| MINIMUM LOT WIDTH                    | 200 FEET                                     | 50 FEET                                                           | 50 FEET                                          |
| MINIMUM FLOOR<br>AREA/DWELLING UNIT  | 1,800 SF                                     | 1,500 SF                                                          | 1,800 SF                                         |
| MINIMUM FRONT YARD                   | 40 FEET                                      | 20 FEET                                                           | 20 FEET                                          |
| MINIMUM SIDE YARD                    | 25 FEET                                      | 5 FEET                                                            | 5 FEET                                           |
| MINIMUM REAR YARD                    | 20 FEET                                      | 20 FEET                                                           | 10, 20, 30, OR 35 FEET<br>SEE ATTACHMENT B(2)    |
| MAXIMUM LOT<br>COVERAGE              | 25 PERCENT                                   | 55 PERCENT                                                        | 55 PERCENT                                       |
| MAXIMUM STORIES/<br>STRUCTURE HEIGHT | 3 STORIES/<br>35 FEET                        | 3 STORIES/<br>35 FEET                                             | 3 STORIES/<br>35 FEET                            |

In addition to modifications regarding minimum and maximum dimensions, the applicant is also requesting a modification to Section 98-272 to allow lot depth to exceed two and a half times the lot width for certain lots.

#### Exception to Overhead Utilities

The property possesses two sections of overhead power lines that are located within the property boundary; approximately 333 feet along the south line of Flower Mound Road and approximately 332 feet along the west line of Duncan Lane. The applicant is requesting an exception to Section 90-423, Underground utilities, of the Code of Ordinances to allow the overhead power lines to remain in the existing location. The applicant has provided a letter from the electric provider to support the requested exception [see Attachment A(3)].

### IV. UNRESOLVED ITEMS

This application was submitted to the Town on October 12, 2017. During this time, there has been a significant amount of effort expended by Town staff and the applicant's development team to ensure the application complies with all relevant components of the Master Plan, as well as possessing sensitivity of the development's impact on the residential developments abutting the site's western and southern property lines.

As this report has addressed all aspects of the applicant's development vision, there do remain two items where staff retains some concern as to a favorable outcome not being established:

1. Impact of Higher Density on Abutting Residential Subdivisions.

The application provides for a development platform comprised of 39 residential lots with specific standards [see Attachment B(2)]. The applicant has worked with staff to adopt the following standards not required in the requested Planned Development's base zoning of an SF-5 District:

- Allow for an increase lot depth (from that initially submitted) for certain lots along the western and southern property line.
- Increase rear yard setback (from that initially submitted) for certain lots along the western and southern property line.

What remains as a concern is the utilization of smaller lots used to transition to subdivisions possessing lots with a minimum lot width and minimum side and rear yard setbacks greater than those proposed. The impact of this tends to minimize view corridors and air space between houses normally created by similar lot widths and comparable setbacks. Staff has worked with the applicant to consider various development standards that can provide for a more compatible transition. While the applicant has agreed to provide certain standards (see above), it is staff's opinion that these additional standards fall short of ensuring the proposed abutting lots ensure a more seamless transition to the lower density development that the site abuts. The following chart illustrates the difference in certain standards from the applicant's proposed development and that of the abutting residential subdivisions to the west and south:

| TOWN STANDARD                                                                               | CREEKSIDE AT HERITAGE<br>(SF-10) | CHEROKEE PATH RESIDENTIAL<br>(SF-15) | PROPOSED TINLEY PARK<br>(PD-159) |
|---------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|----------------------------------|
| MINIMUM LOT AREA PER DWELLING                                                               | 10,000 SF                        | 15,000 SF*                           | 6,000                            |
| MINIMUM LOT WIDTH                                                                           | 70 FEET                          | 80 FEET                              | 50 FEET                          |
| MINIMUM SIDE YARD                                                                           | 10 FEET                          | 12 FEET                              | 5 FEET                           |
| MINIMUM REAR YARD                                                                           | 25 FEET                          | 30 FEET                              | 10 FEET                          |
| *ALL LOTS ABUTTING THE REQUEST SITE'S SOUTHERN PROPERTY LINE ARE A MINIMUM ONE ACRE IN SIZE |                                  |                                      |                                  |

2. Park Land Dedication

As noted above, the applicant is proposing an approximate .984 acre parcel of land to be dedicated as park land which, in part, would provide for the wildflowers that present themselves every spring. Based on the proposed number of dwelling units, park land dedication of 1.3104 acres would be required. During the hearing, the applicant indicated should the dedication not be accepted, the land area would be utilized for additional buildable lots. Lastly, the applicant has obtained an alternate appraisal that will affect the monetary component of the calculations included in the the Board's recommendation. This will be addressed by staff prior to development of the property.

It should be noted that if the applicant's request to dedicate this land area for a public park is not approved, the site's frontage along the south line of Flower Mound Road will still be required to provide for the 25-foot-wide landscape buffer that will also allow for the Town's trail to be located within this area.

On [March 1, 2018](#), the Parks Board voted to recommend acceptance of cash in lieu of land of \$235,872 in the place of otherwise required Park Land dedication and Park Development Fees in the amount of \$54,132. As the applicant is requesting alternate park land dedication and fees (a revised appraisal has been obtained by the applicant and will be considered in calculating final fees), staff has included this under this section of the report. The Town Council will consider this during its public hearing of the request.

It should be noted that if Town Council does not approve this land area as proposed by the applicant for partial compliance with required park land dedication, the attached requested development standards and conceptual plans (both site and landscape) will require revisions should the applicant wish to follow through with providing for additional buildable lots. It is anticipated this will require an amendment to PD-159 at a future date.

## **V. 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 zoning change requests. At the time this report was written, staff had received four correspondence in support and none in opposition of the request.

## **VI. ATTACHMENTS**

### **A. Background Information**

1. Vicinity Map
2. Letter of Intent
3. Letter from Coserv Electric

### **B. Application Details**

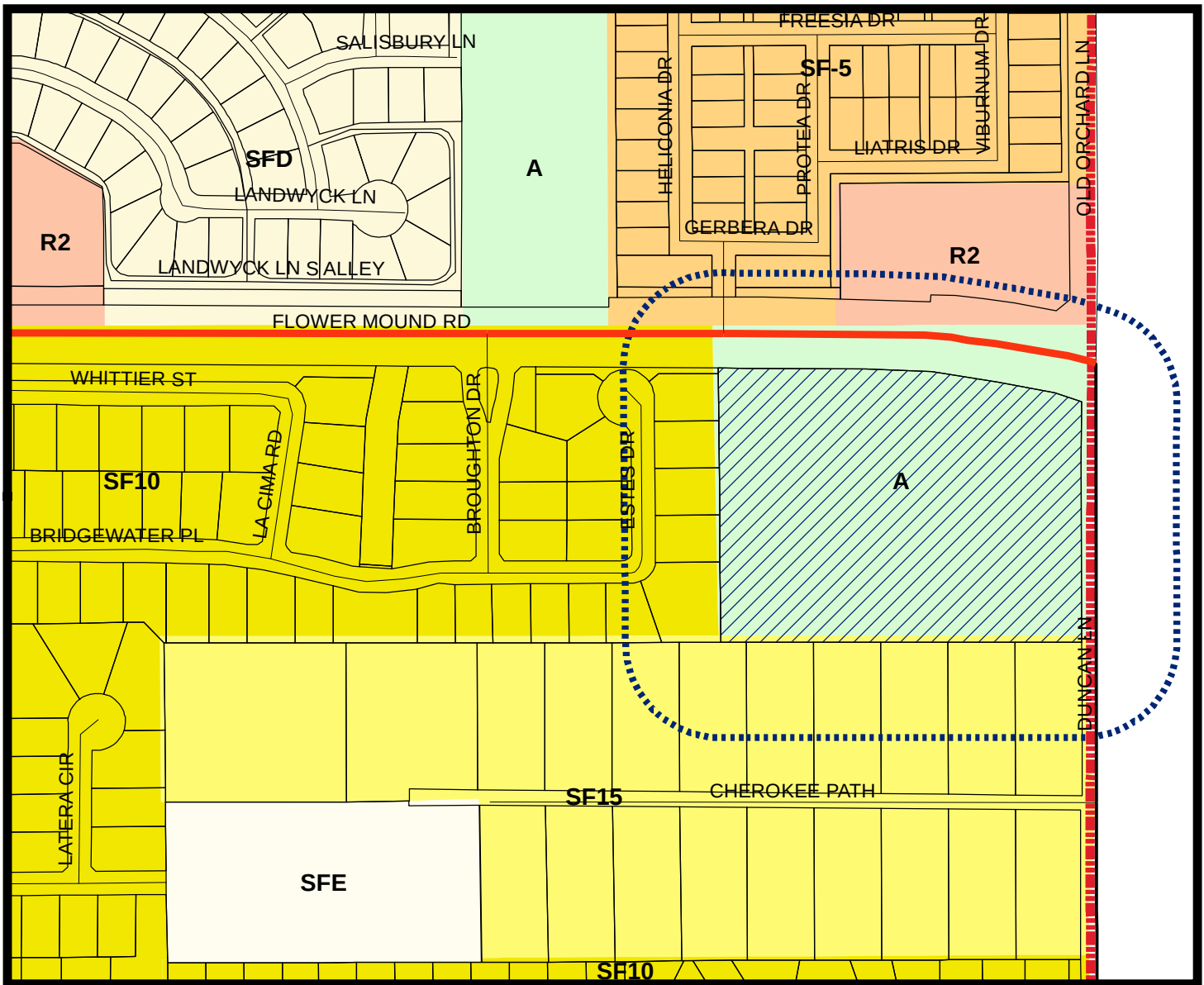
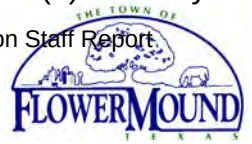
1. Planned Development Zoning Package
2. Draft Planned Development (PD) Standards

### **C. Correspondence**

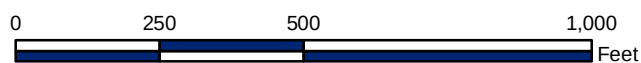
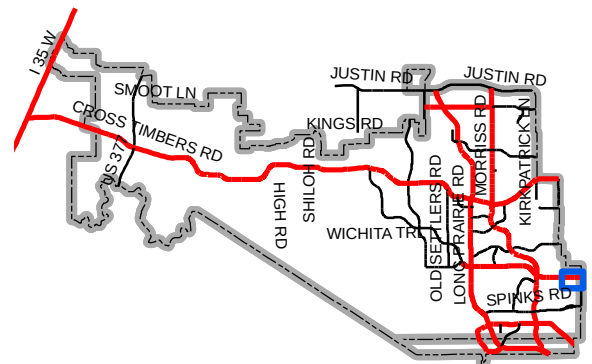
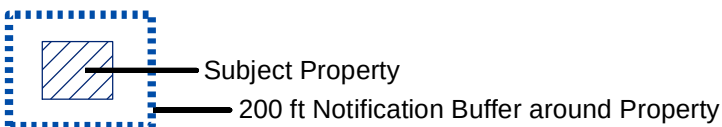
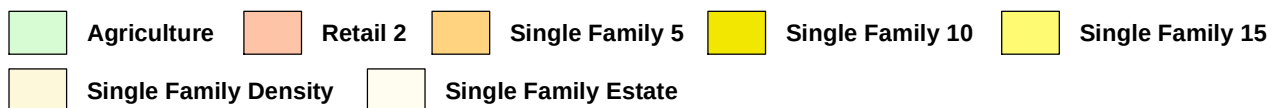
1. Correspondence in Support

# Vicinity Map

Reference Project: MPA17-0012 & ZPD17-0014



## LEGEND



Map Location



*Rembert Enterprises, Inc.*

3625 Bonanza Lane Flower Mound, TX 75022

March 27, 2018

Mr. Richard Brown  
Senior Planner  
Planning Division  
1001 Cross Timbers Road #2330  
Flower Mound, TX 75028

RE: Tinley Park (Community)  
Flower Mound, Texas

Dear Mr. Brown,

Please accept this as our formal Letter of Intent to describe the requested Master Plan Amendment and Zoning Planned Development.

In June of 2017, we began the process of planning this +/- 9.912 Acre tract of land at the Intersection of FM3040 (also known as Flower Mound Road, a public roadway) and Duncan Road, along Long Prairie Road, by meeting with a few Town Council members and Planning Director, after which we proceeded on to a DRC meeting. Chapter 98 of Subpart B of the Code of Ordinance, entitled "Zoning" has been amended to allow flexibility and encourage a more creative and efficient community design. The proposed community is consistent with the stated goals of the Town's Master Plan. We are utilizing site features such as size, location, historical views and vegetation to develop this community. We have taken the input received from the aforementioned meetings and prepared a Master Plan Amendment and Zoning Exhibit, proposed development regulations and Concept Plan. We are preserving the natural gateway into our town by preserving a large portion of open space along Flower Mound Road (FM 3040). This open space has historically been used as a bluebonnet field entry into the town. We will attempt to preserve this historical view, by not interrupting the bluebonnet field and the beautiful entrance into the Town will remain.

The tracts are currently identified on the Town's Master Land Use Plan as retail. The existing zoning is agricultural. It appears that this location is not a preferred location for a retail site. Also there is a major retail site at the southeast corner and intersection of Gerault Road and Flower Mound Road, which is much more desirable, but still undeveloped.

The proposed zoning is for single-family residential, which will consist of 39 buildable lots, with five (5) X-lots-open space, as mentioned above, at the gateway into the Town. We are proposing to change the Master Plan, Land Use Plan and Zoning to accommodate a uniquely developed community that is

adjacent to existing adjoining residential uses. The adjacent neighborhoods, Creekside by Toll Brothers is zoned Medium Density Residential and the community to the south is zoned Low Density. Adequate public facilities are already in place to support the proposed development. Although we are asking for high density single family detached land use and a base zoning of Single Family-5, which has a minimum lot size of 5,000 sf, we are proposing a minimum lot size of 6,000 sf, which is comparable to the lot sizes across the street (Orchard Flowers). Lot sizes in the proposed community will be a minimum of 6,000 sf, with an average of 6,985 sf, with our largest lot being 15,805 sf. Proposed uses and development standards are consistent with the purposes of the base zoning district.

The proposed Planned Development District is surrounded by residential on the south and west side and major Town roads on the north and east side. The eastern boundary of the property is adjacent to the City of Lewisville. The density of proposed community shall not exceed 3.93 dwelling units per acre. The plans conform to all Town land development regulations. We are providing approximately 1.1 acres of open space/park along Flower Mound Road (F.M. 3040) as a community buffer. The buffer opens along FM 3040 and far exceeds the 25' required by the Towns' regulations. In some cases, we exceed the required regulations by more than 100'.

Staff has suggested a residential amenity to be proposed in the detention area, which is located in the southwest corner of the community. We will be more than happy to propose something during the Development Plan phase, once we determine the volume and space requirements of our detention facility.

A modification to the Town's ordinance 90-272, lot depth cannot exceed 2 ½ times the width, is being requested. This exception is being sought to provide a larger buffer between the low density residential to the south. We are providing a larger rear yard setback for these lots.

An exception to the Town's ordinance 90-423, underground utility lines, is being requested. We are working with the electric provider to explain the burden and cost of placing utility lines underground.

We are requesting that the Park Board consider accepting the 1.1 acres of open space along FM3040 as park land in lieu of paying park land fees. The Parks Department has already indicated that they maintain and over seed this area every year with bluebonnets for our community enjoyment.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert



February 26, 2018

Rembert Enterprises, Inc  
c/o Reginald Rembert  
3625 Bonanza Lane  
Flower Mound, Texas 75022

Re: Request to bury overhead lines.

Mr. Rembert:

This letter is to confirm that the overhead power lines running parallel to north side of Flower Mound Road and/or along the west side of Duncan Lane in Flower Mound, Texas are CoServ Electric's facilities.

Due to the large number of failure points created by short sections of CoServ Electric's distribution system being placed underground, CoServ Electric implemented a policy that does not allow overhead facilities of less than 1,200' in length to be placed underground.

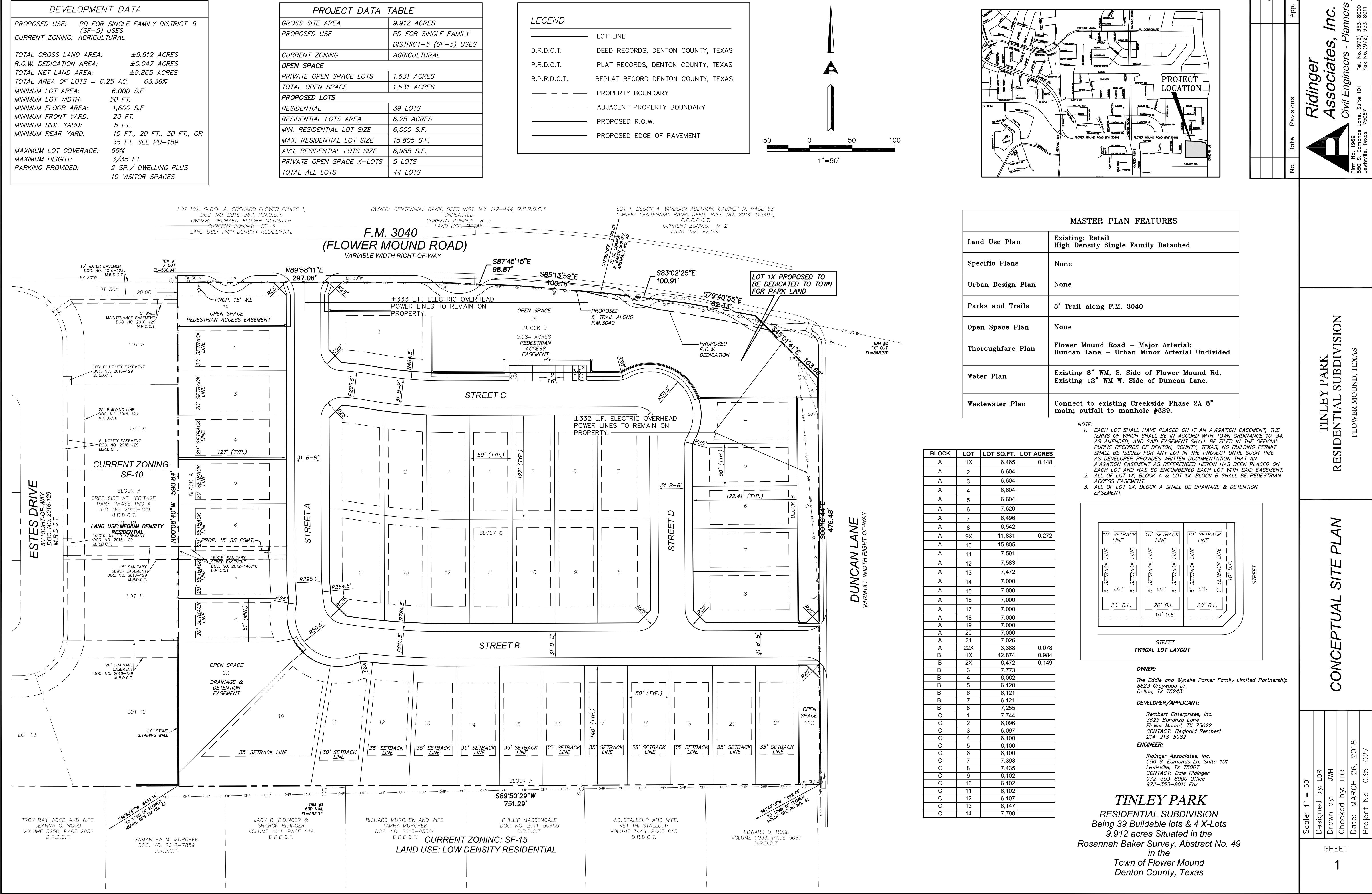
Upon written request, and if approved by CoServ Engineering, CoServ Electric will provide a ballpark estimate to convert an overhead section of not less than 1,200' in length, to underground; however, in this instance, the Town of Flower Mound's request for burial of overhead facilities does not meet CoServ's minimum requirements for a ballpark estimate. It is CoServ's position that burying this section of overhead primary line is not practical, in that it would jeopardize the integrity of the electrical circuit and possibly affect the quality of service provided in this area; therefore, CoServ will forgo any consideration of converting these facilities to underground. If you have any questions or need additional information, please don't hesitate to contact me at [bhargrave@coserv.com](mailto:bhargrave@coserv.com) or 940-321-7854.

Sincerely,

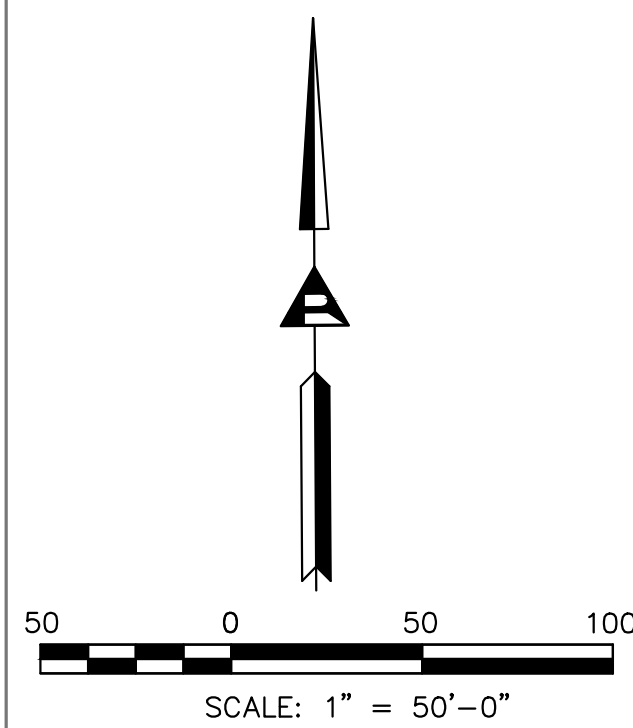
A handwritten signature in black ink, appearing to read "Brant Hargrave", written over a horizontal line.

Brant Hargrave  
Engineering Services Manager









TREE MITIGATION:  
THERE ARE NO EXISTING PROTECTED TREES ON THIS SITE.

WILDFLOWER PLANTING NOTES:

Mow planting area to a height of 6"-8". Broadcast seed at recommended rate over undisturbed soil. After sowing, drag sowed area with a weighted section of chain link fence for best soil contact. Water area thoroughly, but gently. Follow first watering with short waterings every three days for the next three weeks. Recommended seed is an Annual and Perennial seed mix, applied at the recommended rate.

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotavate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tableted at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" pointed green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.

5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the site. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.

11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

***TINLEY PARK***  
***RESIDENTIAL SUBDIVISION***  
***9.912 acres Situated in the***  
***Rosannah Baker Survey, Abstract No. 49***  
***in the***  
***Town of Flower Mound***  
***Denton County, Texas***

[illegible]

TINLEY PARK  
RESIDENTIAL SUBDIVISION  
FLOWER MOUND, TEXAS

## CONCEPTUAL LANDSCAPE PLAN

Scale: 1" = 50'-0"

Designed by: JBS

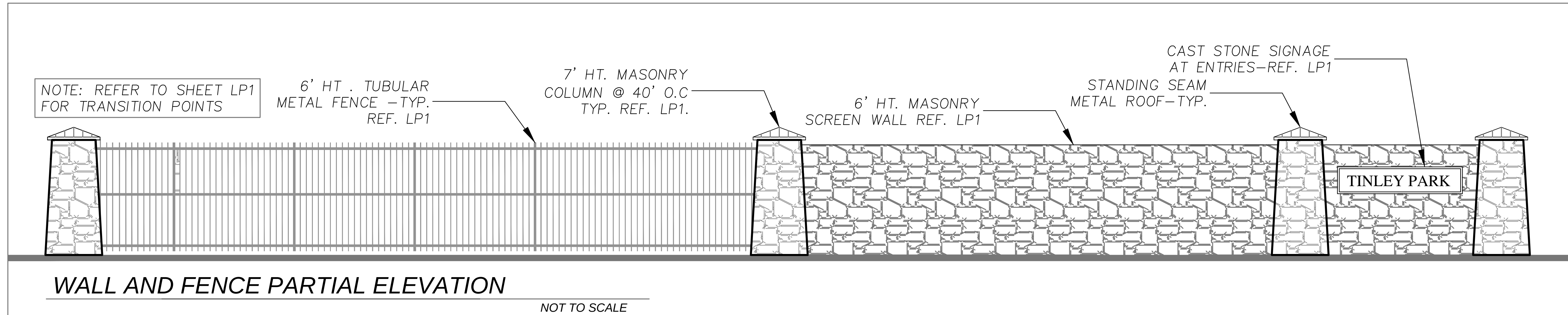
Drawn by: JBS  
Checked by: SCNG

Date: MARCH 26, 2018  
Project No. 035-027

SHEET

***LP1***



[illegible]

**TINLEY PARK  
RESIDENTIAL SUBDIVISION  
FLOWER MOUND, TEXAS**

# CONCEPTUAL LANDSCAPE PLAN

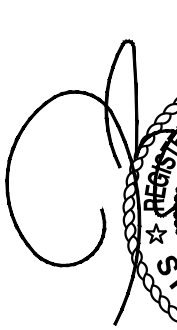
## DETAILS

|                      |
|----------------------|
| Scale: NOT TO SCALE  |
| Designed by: JBS     |
| Drawn by: JBS        |
| Checked by: SCDG     |
| Date: MARCH 26, 2018 |
| Project No. 035-027  |

SHEET  
*LP2*

ST. CLAIR DESIGN GROUP  
Landscape Architecture

P. O. Box 12519  
Dallas, Texas 75225  
T: 214-394-3641  
F: 214-219-7005



DATE SEALED: 03-26-18

DESIGN BY: JBS  
DRAWN BY: JBS  
CHECKED BY: SCDD  
DATE: OCTOBER 27, 2017

***TINLEY PARK***  
***RESIDENTIAL SUBDIVISION***  
9.912 acres Situated in the  
Rosannah Baker Survey, Abstract No. 49  
in the  
Town of Flower Mound  
Denton County, Texas

ORDINANCE NO. \_\_\_\_\_

## **Exhibit “B”**

### **Development Standards**

#### **Planned Development District No. 159 (PD-159)**

##### **Tinley Park**

The development on the property comprising approximately 9.912 acres of land within the corporate limits of the Town of Flower Mound (“Town”) and as described on Exhibit “A” to this Zoning Ordinance adopting PD-161 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: Conceptual Landscape Plan.

#### **B. Uses.**

Development of Tinley Park, comprising approximately 9.912 acres of land, shall comply with all regulations applicable to the Single Family Residential District-5 (SF-5) contained in the Town’s Land Development Regulations.

#### **C. Minimum and maximum dimensions.**

1. The maximum number of lots shall be 39.
2. Minimum lot area per dwelling. The minimum lot area shall be 6,000 square feet, subject to section 98-1023.
3. Minimum lot width. The minimum lot width shall be 50 feet, subject to section 98-1024.

ORDINANCE NO. \_\_\_\_\_

4. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
5. Minimum front yard.
  - a. The minimum front yard setback shall be 20 feet, subject to section 98-1026.
  - b. A front entry garage shall be set back a minimum of 20 feet from the front property line.
  - c. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.
6. Minimum side yard. The minimum side yard shall be five feet, subject to section 98-1027.
7. Minimum rear yard. Except as provided in this subparagraph, the minimum rear yard shall be 10 feet, subject to section 98-1028.
  - a. Minimum rear yard shall be 20 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:
    - i. Block A, Lots 2 through 8.
  - b. Minimum rear yard shall be 30 feet, subject to section 98-1028, for the following lot as shown on Exhibit C:
    - i. Block A, Lot 11.
  - c. Minimum rear yard shall be 35 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:
    - i. Block A, Lots 10 and Lots 12 through 21.
8. Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029.

ORDINANCE NO. \_\_\_\_\_

9. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.
10. The minimum and maximum dimensions contained in subparagraph c of this paragraph shall not apply to the x-Lots owned by the Homeowners' Association for Tinley Park ("HOA"), and located as shown on Exhibit "D".

D. Landscape Standards.

1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan except as otherwise provided and/or limited herein.
2. The minimum width of the landscaped street buffer from the street right-of-way line along Flower Mound Road shall be 25 feet.

F. Supplemental Standards.

1. A minimum of ten off-street parking spaces shall be provided in the location shown on Exhibit C.
2. All landscaping, common areas, and open space shall be in general conformance with Exhibit "D".
3. All landscaping and open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".
4. Sec. 90-272(a). - Lot depth. Residential lots shown on Exhibit C may provide for lot depth in excess of 2 ½ times lot width.
5. Development shall include all of the improvements as depicted on 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.

**ORDINANCE NO.** \_\_\_\_\_

G. Exceptions. The following exception to the Town's Ordinances shall apply to this Planned Development.

1. Sec. 90-423. - Underground utilities. This exception shall be limited to approximately 333 feet along the northern property line and approximately 332 feet along the eastern property line, in the locations as shown on Exhibit C.



**From:** Curt Fuller  
**Sent:** Tuesday, April 3, 2018 9:28 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Subject:** Tinley Park Development

April 3, 2018  
Mr. Richard Brown  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Dear Mr. Brown:

I have lived in Flower Mound for 18 years. I live in the Forums subdivision next to the Riverwalk development. I have a background in commercial and residential real estate and mortgages. I am excited about the various developments underway in Flower Mound including the Riverwalk and Lakeside. I believe these will bring much needed services and amenities to our town.

I am also aware of how fortunate I am to have moved to Flower Mound in 2000 when it was more affordable. As I have talked with others who are looking to move and mention Flower Mound I am often met with the comments about there not being enough variety in residential real estate for those looking to move into a first or second home. To that end I believe we need to have a balance of small and large lot developments in the town. The price of the dirt often drives the price of the homes in Flower Mound to a large extent. I am aware that a developer is looking to bring a higher density development to Flower Mound. I think this particular developer and development are great for our town.

This developer is a resident of Flower Mound and known for preserving large portions of the tracts it develops for conservation. The Parkside at Woodlake project on FM 2499 is recent, perfect example. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our town, as well as those who would like to downsize and remain in the town.

I understand the developer is seeking a Master Plan Amendment and Zoning change from the Town. I would like to express my support for the Tinley Park development.

Sincerely,  
[Curt Fuller](#)  
3901 Saturn Street  
Flower Mound, Texas 75028

March 27, 2018

Mr. Richard Brown  
Senior Planner  
Planning Services Division Town of  
Flower Mound  
richard.brown@flower-mound.com

Mr. Brown:

I am aware that the developer of Tinley Park (the project at the intersection of FM3040 and Duncan Lane) is seeking a Master Plan Amendment and Zoning change from the Town.

I would like to express my support in favor of Tinley Park development.

This is a High-Density proposal, but NOT apartments. As the Cross Timbers Conservation area is reserved for the larger lots, I believe the Town should not waste an opportunity for smaller lots on some of the Town's infill tracts. Recently and in the past, we have had many interested retail groups look at the property because of its size and great location.

Our family has owned this tract of land in Flower Mound since the 1970s. I believe there's a need for balance of small and large lot developments in the Town. As you are aware, the property is situated at the boundary line between Flower Mound and Lewisville. With the recent opening of the new school on Duncan, the aquatics center, the festivals and activities at the park and ballfields just to the south, and not to mention the spring "photo-ops" that have occurred along the FM3040 portion of the property over the years, this area of the Town has become an engaging destination point for many residents.

This is a perfect property for this development. It is an outstanding opportunity to solidify it as a true, standout gateway into Flower Mound. The developer is preserving a large portion of open space along FM3040 for the Town's continued enjoyment. This community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project on FM2499. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to the Town, as well as those who would like to downsize and remain in the Town.

Please accept this letter as support for the Tinley Park project.

Sincerely,

Curtis Parker  
The Parker Family  
101 Flower Mound Road  
Flower Mound, Texas 75022



Ronald D. O'Neal

2704 Heather Wood Dr.

Flower Mound, TX 75022

April 2, 2018

Re: Tinley Park

Richard Brown – Senior Planner

Town of Flower Mound

2121 Cross Timbers Road

Flower Mound, TX 75028

Dear Mr. Brown:

As you know, Tinley Park is seeking a Master Plan Amendment and zoning change from the Town of Flower Mound. I would like to offer my support for the Tinley Park Development located at the intersection of FM 3040 and Duncan Lane. I realize this is a high density proposal, but at least it is not for an apartment complex. This corner is currently land use for retail, however, since it is on the south side of FM 3040, I believe retail will not be a good option seeing that usually retail desires coming home traffic.

Since this is at the gateway to our town and the developer is preserving a large portion of open space along FM 3040 for the town's enjoyment, this property is perfect for smaller lots especially since this community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project just south of my home in the Villages of Northshore. This type of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our town, not to mention some younger families who may want to live close to their parents in the 55 plus community across the street.

Please accept this letter as support for the Tinley Park project.

Best Regards,

  
Ronald D. O'Neal

**On Behalf Of** Joni Koch

**Sent:** Tuesday, March 27, 2018 11:53 AM

**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>

**Subject:** Tinley Park

March 27, 2018

Mr. Richard Brown

Senior Planner

Planning Services Division

Town of Flower Mound

[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

Mr. Brown:

It has come to my attention that the developer of Tinley Park (project at the intersection of FM3040 and Duncan Lane) is seeking a Master Plan Amendment and Zoning change from the Town.

I would like to express my support of Tinley Park development.

As a long-time Flower Mound resident, I believe there's a need for balance of small and large lot developments in the Town. This is a High Density proposal, but NOT apartments. As the Cross Timbers Conservation area is reserved for the larger lots, I believe the Town should not waste an opportunity for smaller lots on some of the Town's infill tracts.

This is a perfect property for such a development, because it is at the gateway to our Town and the developer is preserving a large portion of open space along FM3040 for the Town's enjoyment. This community will have a high-quality builder, similar to the beautiful Parkside at Woodlake project on FM 2499. These types of small, high-quality niche developments add to the diversity of housing choices for new residents moving to our Town, as well as those who would like to downsize and remain in the Town.

Please accept this letter as support for the Tinley Park project.

Sincerely,

Joni Koch

5380 Harbor View Drive

Flower Mound, Texas 75022

**TOWN OF FLOWER MOUND, TEXAS****ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 9.912 ACRES OF LAND SITUATED IN THE ROSANNAH BAKER SURVEY, ABSTRACT NO. 49, FROM AGRICULTURAL DISTRICT (A) TO PLANNED DEVELOPMENT DISTRICT NO. 159 (PD-159) WITH SINGLE-FAMILY DISTRICT-5 (SF-5) USES, IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as approximately 9.912 acres of land in the Rosannah Baker Survey, Abstract Number 49, has filed an application for a Zoning Planned Development amendment to change the zoning from Agricultural District (A) to Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses; and,

**WHEREAS**, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on April 9, 2018, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on April 16, 2018, with respect to the Zoning Planned Development and Specific Use Permit described herein; and,

**WHEREAS**, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Zoning Planned Development amendment and Specific Use Permit 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 as shown below:

Approximately 9.912 acres of land situated in the Rosannah Baker Survey, Abstract No. 49, Denton County, Texas, and more fully described in Exhibit "A" hereto.

Planned Development District No. 159 (PD-159) with Single-Family District-5 (SF-5) uses.

### **SECTION 2**

The development standards, conceptual site plan, and conceptual landscape plan of the proposed Planned Development District No. 159 (PD-159), attached hereto as Exhibits "B," "C," and "D," each incorporated herein for all purposes allowed by law, are hereby approved as the development standards, conceptual site plan, and conceptual landscape plan, for this Planned Development District No. 159 (PD-159).

### **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 and Specific Use Permit, as set forth above.

### **SECTION 4**

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

### **SECTION 5**

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

### **SECTION 6**

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

ORDINANCE NO. \_\_\_\_\_

**Page 3****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:**\_\_\_\_\_  
**Thomas E. Hayden, MAYOR****ATTEST:**\_\_\_\_\_  
**Theresa Scott, TOWN SECRETARY**

ORDINANCE NO. \_\_\_\_\_

Page 4

**Exhibit "A"****PROPERTY  
DESCRIPTION:**

Being a 9.912 acre tract of land situated in the Rosannah Baker Survey, Abstract No. 49, in Denton County, Texas, being a portion of that same tract conveyed to The Eddie & Wynelle Parker Family Limited Partnership by deed recorded in Document No. 1994-780 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows; (Bearings and distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83)(US Foot) with a combined scale factor of 1.000150630):

BEGINNING at a 1/2 inch rebar with a cap marked "DAA" found for the Southeast corner of Block A of Creekside at Heritage Park Phase Two A, an addition to the City of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Document No. 2016-129 of the Map Records of Denton County, Texas, said point lying in the North line of a tract of land conveyed to Samantha M. Murchek by deed recorded in Document No. 2012-7859 of the Deed Records of Denton County, Texas, and being the Southwest corner of the herein described tract;

THENCE North 00 Degrees 08 Minutes 40 Seconds West, departing the North line of said Murchek tract, with the East line of said Creekside at Heritage Park Phase Two A addition, over, across and through said Eddie & Wynelle Parker Family Limited Partnership tract, a distance of 590.84 feet to a point for corner in a concrete sidewalk for the Northeast corner of Lot 50X of said Creekside at Heritage Park Phase Two A addition and lying on the South right-of-way line of F.M. 3040 (Flower Mound Road) (variable width right-of-way), said point being the Northwest corner of the herein described tract, from which an "X" found for reference at the Northeast corner of Lot 8 of said Creekside at Heritage Park Phase Two A addition and the Southeast corner of said Lot 50X bears South 00 Degrees 08 Minutes 40 Seconds East, a distance of 20.00 feet;

THENCE North 89 Degrees 58 Minutes 11 Seconds East, with the South right-of-way line of said F.M. 3040, a distance of 297.06 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

THENCE South 87 Degrees 45 Minutes 15 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 98.87 feet to a TXDOT monument found for corner;

THENCE South 85 Degrees 13 Minutes 59 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.18 feet to a TXDOT monument found for corner;

THENCE South 83 Degrees 02 Minutes 25 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 100.91 feet to a 1/2 inch rebar with a cap marked "DAA" found for corner;

THENCE South 79 Degrees 40 Minutes 55 Seconds East, continuing with the South right-of-way line of said F.M. 3040, a distance of 82.33 feet to a 60D nail found at the westernmost end of a corner clip at the intersection of the South right-of-way line of said F.M. 3040 with the West right-of-way line of Duncan Lane (variable width right-of-way), said point being the northernmost Northeast corner of the herein described tract;

THENCE South 45 Degrees 01 Minutes 41 Seconds East, with the Southwest line of said corner clip, a distance of 103.66 feet to a 60D nail found at the southernmost end of said corner clip on the West right-of-way line of said Duncan Lane, said point being the easternmost Northeast corner of the herein described tract;

THENCE South 00 Degrees 18 Minutes 44 Seconds East, with the West right-of-way line of said Duncan Lane, a distance of 476.48 feet to a 1/2 inch rebar found for corner, said point being the Southeast corner of the herein

ORDINANCE NO. \_\_\_\_\_

**Page 5**

described tract;

THENCE South 89 Degrees 50 Minutes 29 Seconds West, departing the West right-of-way line of said Duncan Lane and with the North line of a tract of land described to Edward D. Rose by deed recorded in Volume 5033, Page 3663 of the Deed Records of Denton County, Texas, the North line of a tract of land described to J.D. Stallcup and wife, Vet Thi Stallcup by deed recorded in Volume 3449, Page 843 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Phillip Massengale by deed recorded in Document No. 2011-50655 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Richard Murchek and wife, Tamra Murchek by deed recorded in Document No. 2013-95364 of the Deed Records of Denton County, Texas, the North line of a tract of land described to Jack D. Ridinger and Sharon Ridinger by deed recorded in Volume 1011, Page 449 of the Deed Records of Denton County, Texas and the North line of said Samantha M. Murchek tract, a distance of 751.29 feet to the POINT OF BEGINNING and containing 431,771 square feet or 9.912 acres of land, more or less.

**Exhibit "B"****Development Standards****Planned Development District No. 159 (PD-159)****Tinley Park**

The development on the property comprising approximately 9.912 acres of land within the corporate limits of the Town of Flower Mound ("Town") and as described on Exhibit "A" to this Zoning Ordinance adopting PD-161 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: Conceptual Landscape Plan.

**B. Uses.**

Development of Tinley Park, comprising approximately 9.912 acres of land, shall comply with all regulations applicable to the Single Family Residential District-5 (SF-5) contained in the Town's Land Development Regulations.

**C. Minimum and maximum dimensions.**

1. The maximum number of lots shall be 38.
2. Minimum lot area per dwelling. The minimum lot area shall be 6,000 square feet, subject to section 98-1023.
3. Minimum lot width. The minimum lot width shall be 50 feet, subject to section 98-1024.



4. Minimum floor area per unit. The minimum floor area per dwelling unit shall be 1,800 square feet, subject to section 98-1025.
5. Minimum front yard.
  - a. The minimum front yard setback shall be 20 feet, subject to section 98-1026.
  - b. A front entry garage shall be set back a minimum of 20 feet from the front property line.
  - c. Fences shall not extend into the front yard beyond the front façade of the residential dwelling.
6. Minimum side yard. The minimum side yard shall be five feet, subject to section 98-1027.
7. Minimum rear yard. Except as provided in this subparagraph, the minimum rear yard shall be 10 feet, subject to section 98-1028.
  - a. Minimum rear yard shall be 20 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:
    - i. Block A, Lots 2 through 8.
  - b. Minimum rear yard shall be 30 feet, subject to section 98-1028, for the following lot as shown on Exhibit C:
    - i. Block A, Lot 11.
  - c. Minimum rear yard shall be 35 feet, subject to section 98-1028, for the following lots as shown on Exhibit C:
    - i. Block A, Lots 10 and Lots 12 through 21.
8. Maximum lot coverage. The maximum lot coverage shall be 55 percent, subject to section 98-1029.

9. Maximum height. The maximum height of buildings and structures shall be three stories or 35 feet, subject to section 98-1031.
10. The minimum and maximum dimensions contained in subparagraph c of this paragraph shall not apply to the x-Lots owned by the Homeowners' Association for Tinley Park ("HOA"), and located as shown on Exhibit "D".

#### D. Landscape Standards.

1. Landscaping shall be in accordance with the Town's landscape ordinance as amended, and the Town's Urban Design Plan except as otherwise provided and/or limited herein.
2. The minimum width of the landscaped street buffer from the street right-of-way line along Flower Mound Road shall be 25 feet.

#### F. Supplemental Standards.

1. A minimum of ten off-street parking spaces shall be provided in the location shown on Exhibit C.
2. All landscaping, common areas, and open space shall be in general conformance with Exhibit "D".
3. All landscaping and open space shall be in general conformance with the conceptual landscape plan with Exhibit "D".
4. Sec. 90-272(a). - Lot depth. Residential lots shown on Exhibit C may provide for lot depth in excess of 2 ½ times lot width.
5. For all lots abutting the southern property line, windows located on the south façade of a residential dwelling above a first floor are prohibited.
6. For all lots abutting the southern property line, balconies located on the south façade of a residential dwelling above a first floor are prohibited.

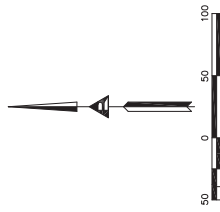
7. Development shall include all of the improvements as depicted on Exhibit "C". Such improvements together with all other improvements necessary to serve the development shall be installed prior to the Town's acceptance of the subdivision.

G. Exceptions. The following exception to the Town's Ordinances shall apply to this Planned Development.

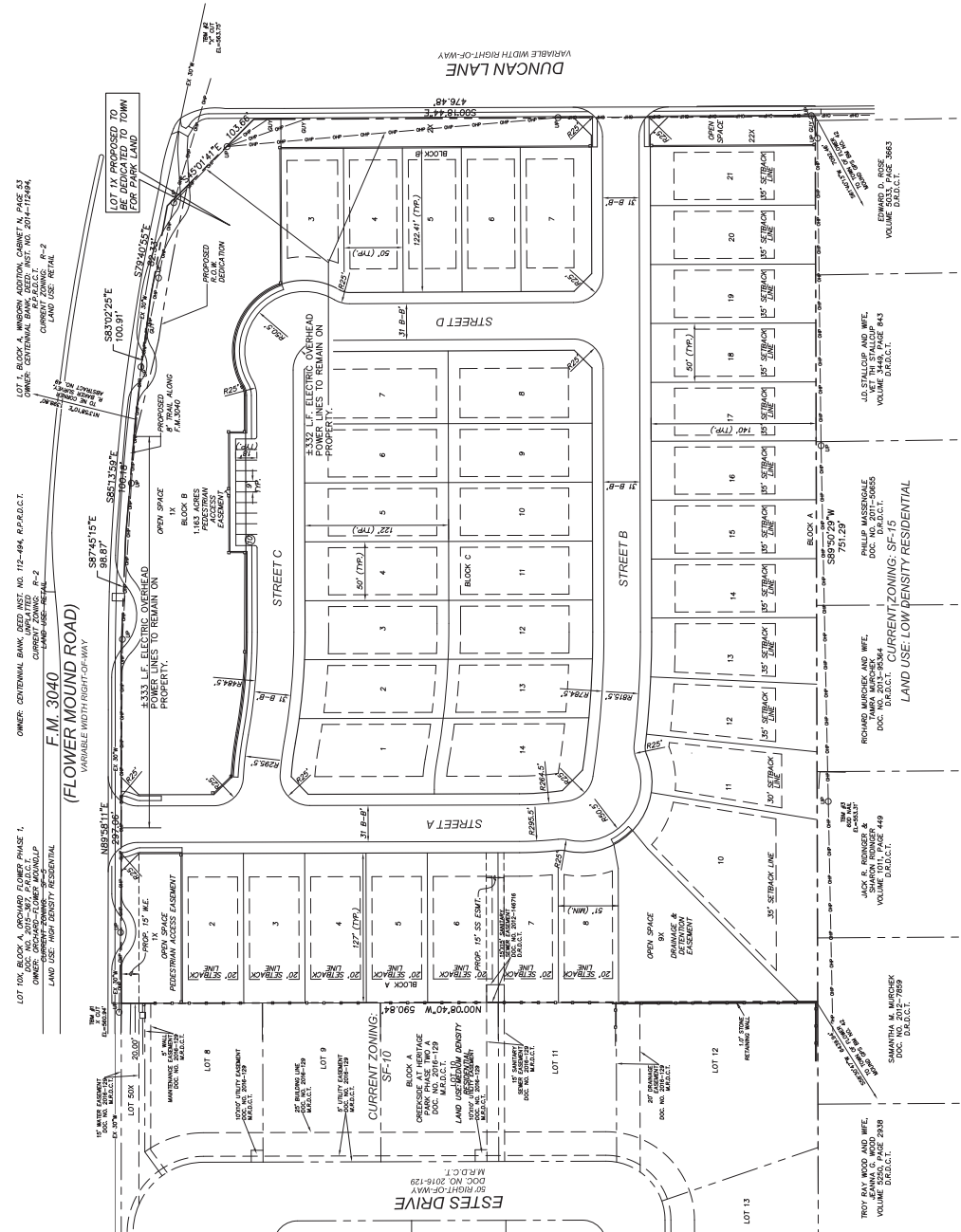
1. Sec. 90-423. - Underground utilities. This exception shall be limited to approximately 333 feet along the northern property line and approximately 332 feet along the eastern property line, in the locations as shown on Exhibit C.

The diagram illustrates a typical lot layout for two adjacent lots. Each lot is 10' wide and has a 5' setback line. A 10' U.E. (Utility Easement) area is shown between the lots. The diagram is labeled 'STREET' and 'TYPICAL LOT LAYOUT'.

---



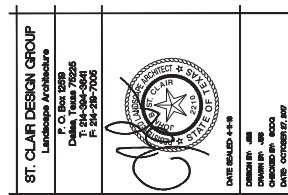
| DEVELOPMENT DATA                                                                                                                                                            |                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| PROPOSED USE:                                                                                                                                                               | 10 FOR SINGLE FAMILY DISTRICT-5<br>SINGLE-FAMILY RESIDENTIAL |
| CURRENT ZONING:                                                                                                                                                             | AGRICULTURAL                                                 |
| <p>TOTAL GROSS LAND AREA: 49,872 ACRES</p> <p>R.O.W. DEDICATION AREA: 10,047 ACRES</p> <p>TOTAL NET LAND AREA: 39,865 ACRES</p> <p>TOTAL AREA OF LOTS = 6.08 AC. 61.63%</p> |                                                              |
| MINIMUM LOT AREA:                                                                                                                                                           | 6,000 S.F.                                                   |
| MINIMUM LOT AREA:                                                                                                                                                           | 1,000 S.F.                                                   |
| MINIMUM FLOOR AREA:                                                                                                                                                         | 1,400 S.F.                                                   |
| MINIMUM FRONT YARD:                                                                                                                                                         | 20 FT.                                                       |
| MINIMUM SIDE YARD:                                                                                                                                                          | 5 FT.                                                        |
| MINIMUM REAR YARD:                                                                                                                                                          | 10 FT. SEE PD-159                                            |
| MAXIMUM LOT COVERAGE:                                                                                                                                                       | 55%                                                          |
| MAXIMUM HEIGHT:                                                                                                                                                             | 3/25 FT.                                                     |
| PARKING PROVIDED:                                                                                                                                                           | 2 SP/ DWELLING PLUS                                          |



~~Attachment 2: Draft Ordinance~~

**LP1**  
SHEET

**TINLEY PARK**  
RESIDENTIAL SUBDIVISION  
912 acres Situated in the  
Ch Baker Survey, Abstract No. 49  
in the  
Town of Flower Mound  
Denton County, Texas



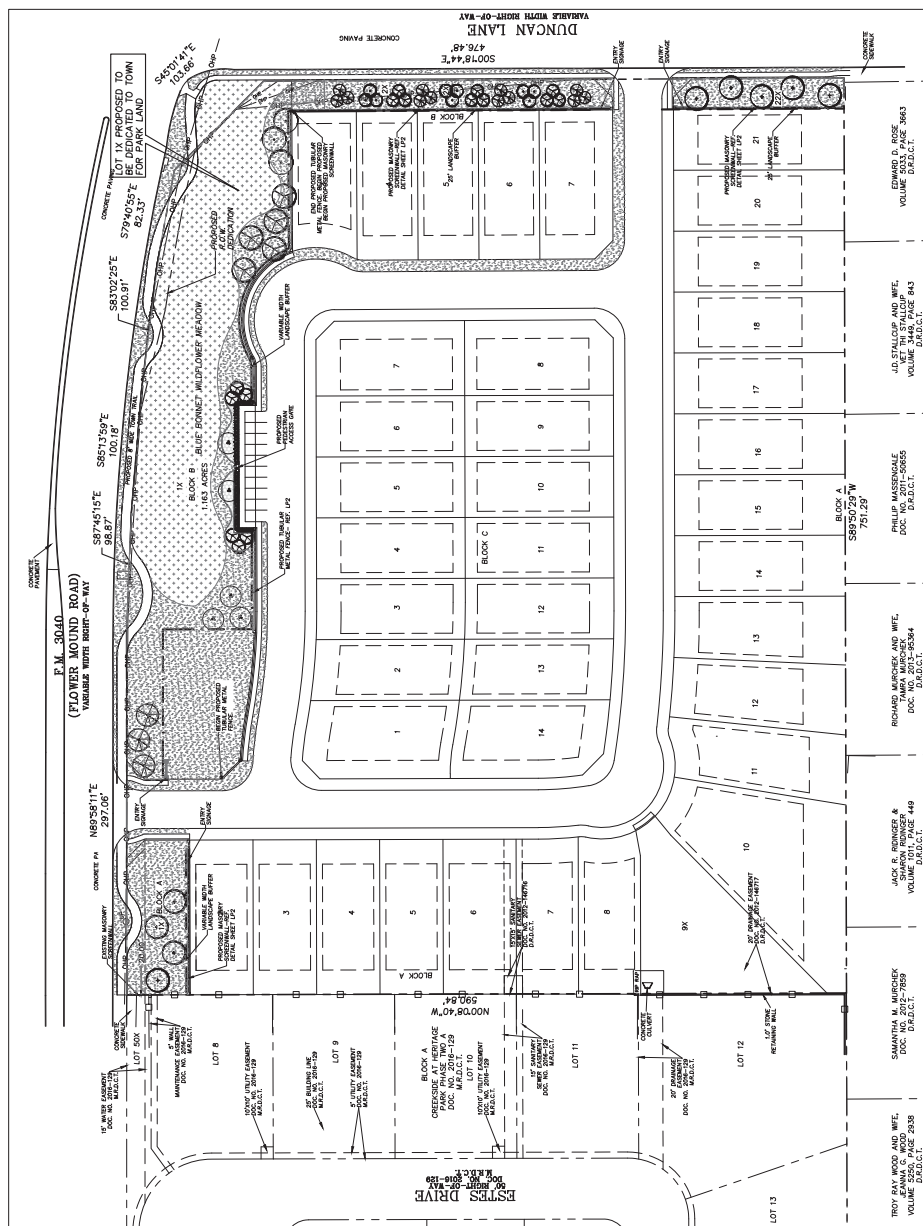
11. All turf and planting beds to be zoned separately. All planting materials shall be labeled with the name of the plant, the quantity, and the date of purchase. All valves to be plastic valves. All equipment to be approved or approved equal.
  12. Minimum material to have a minimum of 12" of cover and 12" of drainage material.
  13. Quantities shown on plant list are landscape architect's estimate and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at the time of bidding. Quantities of plants shown on the drawings are for information purposes regardless of quantities designated on plant list.
- IRRIGATION NOTES:**
1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular type of plant for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system or a subterranean drip system.
  2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
  3. Areas of open space which contain preserved trees need not be irrigated. The City Arborist determines irrigation would be harmful to the trees.

## IRRIGATION NOTES:

3. All turf areas are to be hydromulch Bermudagrass, unless otherwise specified.
4. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs during the winter months, the seed rate shall be increased to three (3) pounds per one thousand square feet.
5. Sod at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydrate sod with Bermudagrass the following morning after installation.
6. Sod to be used shall be to specific common bermudagrass and laid according to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x2" wooden stakes. All sod is to be laid with light to moderate traffic. Sod shall be installed in a staggered pattern with the sod joints running rather upon installation and fertilize with a complete fast release fertilizer at a rate of 1.5 lb. actual nitrogen per 1,000 square feet.
7. Sod shall be laid thoroughly.
8. Sod joints shall be sealed.
9. Sod joints shall be sealed.
10. Sod joints shall be sealed.
11. Sod joints shall be sealed.
12. Sod joints shall be sealed.
13. Sod joints shall be sealed.
14. Sod joints shall be sealed.
15. Sod joints shall be sealed.
16. Sod joints shall be sealed.
17. Sod joints shall be sealed.
18. Sod joints shall be sealed.
19. Sod joints shall be sealed.
20. Sod joints shall be sealed.
21. Sod joints shall be sealed.
22. Sod joints shall be sealed.
23. Sod joints shall be sealed.
24. Sod joints shall be sealed.
25. Sod joints shall be sealed.
26. Sod joints shall be sealed.
27. Sod joints shall be sealed.
28. Sod joints shall be sealed.
29. Sod joints shall be sealed.
30. Sod joints shall be sealed.
31. Sod joints shall be sealed.
32. Sod joints shall be sealed.
33. Sod joints shall be sealed.
34. Sod joints shall be sealed.
35. Sod joints shall be sealed.
36. Sod joints shall be sealed.
37. Sod joints shall be sealed.
38. Sod joints shall be sealed.
39. Sod joints shall be sealed.
40. Sod joints shall be sealed.
41. Sod joints shall be sealed.
42. Sod joints shall be sealed.
43. Sod joints shall be sealed.
44. Sod joints shall be sealed.
45. Sod joints shall be sealed.
46. Sod joints shall be sealed.
47. Sod joints shall be sealed.
48. Sod joints shall be sealed.
49. Sod joints shall be sealed.
50. Sod joints shall be sealed.
51. Sod joints shall be sealed.
52. Sod joints shall be sealed.
53. Sod joints shall be sealed.
54. Sod joints shall be sealed.
55. Sod joints shall be sealed.
56. Sod joints shall be sealed.
57. Sod joints shall be sealed.
58. Sod joints shall be sealed.
59. Sod joints shall be sealed.
60. Sod joints shall be sealed.
61. Sod joints shall be sealed.
62. Sod joints shall be sealed.
63. Sod joints shall be sealed.
64. Sod joints shall be sealed.
65. Sod joints shall be sealed.
66. Sod joints shall be sealed.
67. Sod joints shall be sealed.
68. Sod joints shall be sealed.
69. Sod joints shall be sealed.
70. Sod joints shall be sealed.
71. Sod joints shall be sealed.
72. Sod joints shall be sealed.
73. Sod joints shall be sealed.
74. Sod joints shall be sealed.
75. Sod joints shall be sealed.
76. Sod joints shall be sealed.
77. Sod joints shall be sealed.
78. Sod joints shall be sealed.
79. Sod joints shall be sealed.
80. Sod joints shall be sealed.
81. Sod joints shall be sealed.
82. Sod joints shall be sealed.
83. Sod joints shall be sealed.
84. Sod joints shall be sealed.
85. Sod joints shall be sealed.
86. Sod joints shall be sealed.
87. Sod joints shall be sealed.
88. Sod joints shall be sealed.
89. Sod joints shall be sealed.
90. Sod joints shall be sealed.
91. Sod joints shall be sealed.
92. Sod joints shall be sealed.
93. Sod joints shall be sealed.
94. Sod joints shall be sealed.
95. Sod joints shall be sealed.
96. Sod joints shall be sealed.
97. Sod joints shall be sealed.
98. Sod joints shall be sealed.
99. Sod joints shall be sealed.
100. Sod joints shall be sealed.

## GENERAL LANDSCAPE NOTES

- [illegible]

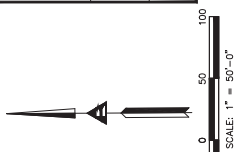
[illegible]

ALL PARTIAL SPILLS ARE LOCATED WITHIN 100 YD OF THE SPILL SITE

low planting area to a height of 6'-8". Broadcast seed at recommended rate over undisturbed soil. After covering, drag sowed area with a weighted section of chain link fence for best soil contact. Water area thoroughly, but gently. Follow first watering with other waterings every three days for the next three weeks. Do not overwater seedlings, as they will rot. Seed should be watered with overhead watering system.

## LEGEND

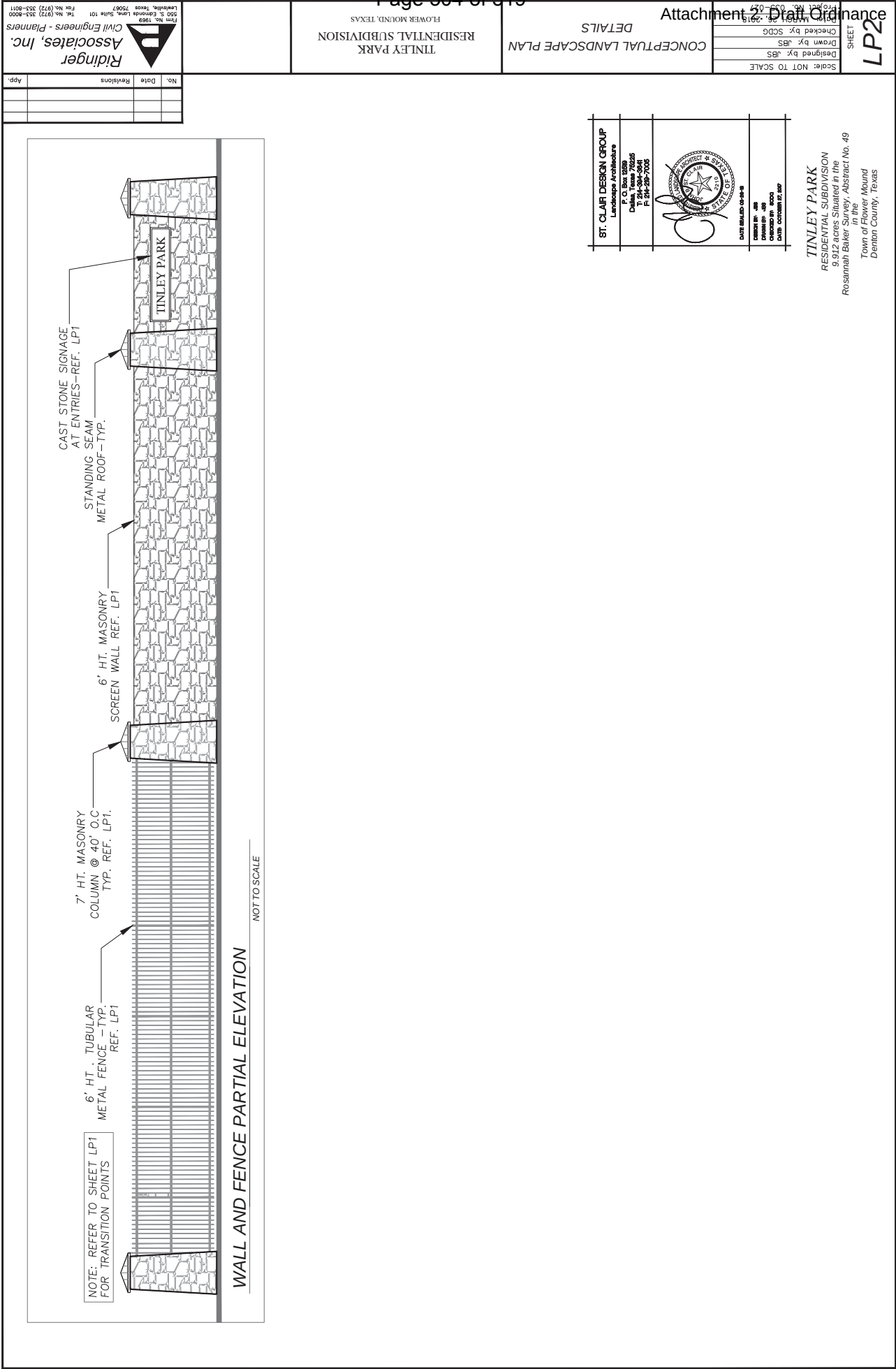
-  BUR OAK  
 CEDAR ELM  
 TEXAS ASH  
 LIVE OAK  
 RED OAK  
 NATCHEZ GRAPE WIRTLE  
 TEXAS REDBUD  
 YAUPON HOLLY  
 TEXAS SAGE  
 MEXICAN FEATHER GRASS  
 BLUE BONNET WILDFLOWER MEADOW  
 BERMUDA GRASS  
 HYDRUMCH



| No.1 | 11-28-17 | REVISED SITE PLAN | App. |
|------|----------|-------------------|------|
|      |          |                   |      |
|      |          |                   |      |
|      |          |                   |      |

**Ridinger Associates, Inc.**  
Civil Engineers - Planners  
Firm No. 1969  
550 S. Edmonds Lane, Suite 101  
Lewisville, Texas 75067  
Tel. No. (972) 353-8000  
Fax No. (972) 353-8011

TINLEY PARK  
RESIDENTIAL SUBDIVISION  
FLOWER MOUND, TEXAS





*Rembert Enterprises, Inc.*

3625 Bonanza Lane Flower Mound, TX 75022

April 12, 2018

Mr. Richard Brown and Mr. John Habern  
Planning Division and Parks Department  
1001 Cross Timbers Road #2330  
Flower Mound, TX 75028

RE: Tinley Park (Park Land Dedication)  
Flower Mound, Texas

Dear Mr. Brown,

Please accept this as our formal Letter of Intent to describe our Park Land dedication request.

On March 26, 2018, we forwarded an appraisal for the 9.912 acres of land, for a proposed residential community at the intersection of FM3040 and Duncan Lane. The appraiser concluded that the Market Value of the unimproved property is \$153,854.00 per acre as of 3/14/2018.

We propose to preserve the natural gateway into our Town by preserving a large portion of open space along Flower Mound Road (FM 3040). This open space has historically been used as a bluebonnet field entry into the Town. We will attempt to preserve this historical view, by not interrupting the bluebonnet field and the beautiful entrance into the Town will remain.

It appears that this location is not a preferred location for a retail site. Also there is a major retail site at the southeast corner and intersection of Gerault Road and Flower Mound Road, which is much more desirable, but still undeveloped.

We are providing approximately 1.16 acres of open space/park along Flower Mound Road (FM 3040) as a community buffer. The buffer opens along FM 3040 and far exceeds the 25' required by the Towns' regulations. In some cases, we exceed the required regulations by more than 100'.

Our proposed Park Land dedication for this project is 1.276 acres based on 38 residential lots. We are requesting you consider the appraisal presented for land value. To fulfill our Park Land dedication, we are requesting land dedication of 1.16 acres and pay fees for the difference of .1608 acres in cash in the amount of \$24,739. The Parks Department has already indicated that they are interested in the dedication and that they already maintain and over seed this area every year with bluebonnets for the community's enjoyment.

Should you have any questions, please feel free to contact us.

Sincerely,

Reginald Rembert



**From:** Briana Bass

**Sent:** Monday, April 9, 2018 2:14 PM

**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>

**Subject:** URGENT: REZONING 4.9.2018

Community of Flower Mound and Richard Brown,

A monumental investment was made in the purchasing of our home and lot selection. The back of my home (entirely) is windows, extending up two large stories, each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months on end of residential take over.

Pros with the original agreed upon zoning plan are an increase in property value, or lack of effect re: office or retail. A lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

**Regardless** of the pros and cons however, the fact paramount, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot, only to what seems to be now, a game of bait and switch.

I can assert and defend that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office or retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

Given my work schedule, I may not be able to attend the meeting this evening and request my thoughts be heard through this email.

***Again, please respect my family's investment, and our home.***

Thank you,

Briana

Briana Bass



**From:** Kishore Korrapati

**Sent:** Tuesday, April 10, 2018 10:25 PM

**To:** planning <planning@flower-mound.com>; Richard-brown@flower-mound.com

**Subject:** MPA17-0012 - Tinley Park

Hi Mr. Richard

My name is kishore Korrapati .

we live in @1801 Estes Dr and I am emailing you in regards to Tinley Park public hearing. We could not attend the meeting but I heard the recorded video of the same to get more information.

The builder did not contact us for our input in rezoning that area which is now very beautiful

We are opposed to this zoning change. If we were know about this change we would have considered different location for our primary house. we purchased this house in 2017.

--

Regards

Kishore Raja

**From:** Manish Misri  
**Sent:** Monday, April 9, 2018 2:42 PM  
**To:** Briana Bass  
**Cc:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** Re: URGENT: REZONING 4.9.2018

Dear Richard Brown,

I echo the same views expressed by Jameson and Brianna. A high density residential community right across the fence is not desirable and am opposed to the rezoning request. Please stick to your original proposal.

Thanks,

Manish Misri

1804 Estes Dr

---

On Mon, Apr 9, 2018 at 2:14 PM, Briana Bass > wrote:

Community of Flower Mound and Richard Brown,

A monumental investment was made in the purchasing of our home and lot selection. The back of my home (entirely) is windows, extending up two large stories, each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months on end of residential take over.

Pros with the original agreed upon zoning plan are an increase in property value, or lack of effect re: office or retail. A lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

**Regardless** of the pros and cons however, the fact paramount, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot, only to what seems to be now, a game of bait and switch.

I can assert and defend that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office or retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

Given my work schedule, I may not be able to attend the meeting this evening and request my thoughts be heard through this email.

***Again, please respect my family's investment, and our home.***

Thank you,

Briana

Briana Bass

**From:** Jameson Bass  
**Sent:** Monday, April 9, 2018 1:03 PM  
**To:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Cc:** Briana Bass  
**Subject:** re: ZONING PLANNED DEVELOPMENT (ZPD17-0014)

Richard Brown,

As an interested property owner (1812 Estes Dr) my family and I are adamantly OPPOSED to any changes to the zoning agreements that have already been decided and settled upon, such as changing to be zoned for residential.

My family and I made the substantial investment of purchasing a house with the expectation that the current zoning agreements would be honored. I have spoken to all of the residents on our streets and can honestly relay that WE DO NOT WANT RESIDENTIAL zoning for the area directly behind our homes. We want the zoning plans to REMAIN UNCHANGED as they have already been decided (retail or office).

Please take our views into consideration, and do not allow changes to the agreed upon zoning plans occur simply because a builder wants to build out yet another residential subdivision. This area clearly needs something other than residential, and that corner is the perfect spot exactly for that. I believe the planning was absolutely correct in initially zoning the area NOT for residential and should not change these plans.

Several of us intend to attend the meeting today at 6:30 to further express our views, but wanted to send this email as well.

Regards,

Charles Bass

1812 Estes Dr.

**From:** Richard Brown  
**Sent:** Tuesday, April 10, 2018 11:05 AM  
**To:** 'Jameson  
**Subject:** tinley park

mr bass

thankx for your note; i received one from your wife however was not able to respond. per her request, i did inform the commission a homeowner along the applicant's western property line emailed they were not able to stay longer but did want it known of the opposition to the request.

you may view the hearing at the following link:

<http://flowermoundtx.swagit.com/play/04092018-1368/7/>

this email will be provided to town council in their packet for next monday's hearing. i'll be in later so do not hesitate to call if a discussion is warranted.



*Richard E. Brown*  
Senior Planner  
Planning Services Division  
Town of Flower Mound  
1001 Cross Timbers Road (Office Location)  
2121 Cross Timbers Road (Town Hall and Mailing Address)  
Flower Mound, TX 75028  
972-874-6344  
[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)

**Q**<sup>3</sup> Quality People + Quality Service = Quality of Life

**From:** Jameson Bass  
**Sent:** Tuesday, April 10, 2018 8:08 AM  
**To:** Richard Brown <[richard.brown@flower-mound.com](mailto:richard.brown@flower-mound.com)>  
**Cc:** planning <[planning@flower-mound.com](mailto:planning@flower-mound.com)>  
**Subject:** Re: tinley park

Richard,

There were a total of three affected households represented at the P&Z hearing, however we left after 2.5 hours of the previous issue debate (Lakeside) not even getting through its first of two issues.

We are assuming that such a tremendous amount of time spent on single issue drawing such large crowd is an anomaly.

Attached is a picture merely as proof showing that we were in fact present.

After our conversation yesterday I spoke with all immediate neighbors and can say that 100% of them are very much opposed to the deviation from Master Plan requested by the builder.

We all plan on attending the town council next week to continue to fight against what we believe to be an unfair change that has only the builders' business interests in mind at the expense of several new FM residents.

As of now, I am not sure what the status is of our issue, if was even addressed due to time constraints, nor what the committee decision outcome was.

Due to the anomalous circumstances of the Lakeside zoning 'filibuster' and the unfortunate scheduling of our issue afterwards, where might I be able to view the materials that were presented re: our issue? as well as find out what the resulting recommendation of the committee?

I will make sure to distributed to the other affected neighbors with identical concerns so that they don't all ask you for same.



Even though our issue is so much smaller and simpler than Lakeside issue pictured above, we have a greater percentage of the affected residents who are now willing to take action.

Please include this correspondence in the records available for town council review of the matter at hand.

Regards,

Charles Bass

1812 Estes Dr.

**From:** Venkata K  
**Sent:** Tuesday, April 10, 2018 11:14 PM  
**To:** planning <planning@flower-mound.com>  
**Cc:** Richard-brown@flower-mound.com  
**Subject:** MPA17 - 0012 - Tinley Park rezoning

Respected Town Planning Commissioners,

My name is Venkata Kondapalli and I live at 1805 Estes Dr, Flower Mound. I have received a letter in the mail about the Tinley Park rezoning and I would like to bring to your attention that I am opposed to the rezoning.

Thank you!

Sincerely,

Venkata Kondapalli

1805 Estes Dr, Flower Mound

From: Don Truong  
Sent: Tuesday, April 10, 2018 9:56 PM  
To: planning <planning@flower-mound.com>  
Cc: richardbrown@flowermound.com  
Subject: Agricultural Lot

Good evening Mr.Brown. My name is Don Truong, and I currently reside at 1816 Estes Drive, Flower Mound, TX 75028. I recently heard about the MPA17-0012 - Tinley Park proposal for residential construction in the lot behind my house, and I could not be more opposed. The local Toll Brothers neighborhood stands together in the belief that the agricultural field should stay as beautiful as it is currently. Thank you for understanding.

The Truong Family



**From:** Vamsi Rompicharla

**Sent:** Tuesday, April 10, 2018 11:18 PM

**To:** planning <planning@flower-mound.com>; richard-brown@flower-mound.com

**Subject:** MPA17-0012 - Tinley Park

City of Flower Mound & Mr Richard Brown,

My name is Vamsi and as a proud resident and home owner of the City of Flower Mound, I love how the residential communities are structured and transition across different subdivisions is well preserved through the city.

The proposed Tinley park rezoning to High density residential homes right behind our medium density and big lot community like Creekside at Heritage Park goes against this very fabric that this city is built on.

My home on Estes Dr is impacted greatly by this and I would like to voice my opposition along with all other homeowners to the planned rezoning.

In case the residential plan is approved, I would request the city to at least consider the transition and mandate the builder leave same amount of yardage on the west side lots as they are doing on South side along with a mature Tree line so that the Estes Dr homes are not impacted.

I hope you will consider the opinion of all impacted homeowners before making a decision on this issue.

Sincerely,

Vamsi Rompicharla.

1808 Estes Dr,

From: ARUN MURTHY

Sent: Tuesday, April 10, 2018 6:57 PM

To: planning <planning@flower-mound.com>; Town Council <towncouncil@flower-mound.com>

Subject: Tinley Park Development

Town Council -

I am writing regarding the Tinley Park development proposed for the corner of 3040 and Duncan. I originally sent an email in December opposing the development. I met with the developer, Mr Rembert, today. He answered many of my questions. I have always supported having a residential area on that site instead of “unknown retail”. I do have a few concerns that I expressed to Mr Rembert, and I would like to outline them here.

1)I am not excited about the sheer number of lots. Medium density would be more palatable to me, but I was very happy with the 35’ setbacks on the south and 20’ setbacks on the west. Since the back of my house faces SE, the 35’ setbacks are appreciated.

2)My property is directly adjacent to the proposed “detention pond”. I understand that this will normally be dry, but I’m still concerned about some standing water causing possible mosquito and other bug infestations. This is one and only drainage point for the entire development. I have spent upwards of \$150,000 on a pool and outdoor living areas that are on the other side of the pond area.

3)There are many nice trees in the open space/drainage area. I would like to see if some of those trees can be saved - possibly the ones closest to the current retaining wall/fence. This provides a nice buffer between the developments. Mr Rembert told me that they would be willing to plant trees after the pond was created, but it would take years to have decent growth. It would be nice to have some mature trees around the pond to add to the “amenity like” setting they would like to create.

As I stated, with a few tweaks, I think this could be a good development for the town. It is a much better entry to the town than a strip mall.

Thanks for your consideration.

Arun Murthy  
1800 Estes Drive, 75028

**From:** Briana Bass

**Sent:** Wednesday, April 11, 2018 2:19 PM

**To:** Town Council <towncouncil@flower-mound.com>; Richard Brown <richard.brown@flower-mound.com>

**Subject:** Council Please Read and Personal Home Invitation: Tinley Park

Dear Council,

In the event my family is unable to attend the **Tinley Park** meeting, I wanted to ensure our feedback was shared with your team in-advance. Thank you for your time in reviewing this communication – *I respect and appreciate it.*

A monumental investment was made in the purchasing/building of our home and specifically, lot selection. The back of my home (*entirely, floor to rooftop*) is windows, extending up two large stories. Each day when I look out I see a vast, beautiful agriculture and would be sickened to witness ongoing construction for months or years on end of residential take over, violating the originally agreed upon zoning.

The location in which we chose to build our home was **strategic and well-educated**. As a couple making the **purchase of our lifetime**, we researched the area and zoning to ensure it was a wise investment and could provide the home we prayed for. Only a year or so later, *the rug is being pulled out from under us*. Receiving only a letter in the mail did I gain knowledge of a proposed rezoning. A proposed rezoning, compromising **my family's safety, privacy and ultimately, quality of life**.

I have **never** personally seen, met, been contacted by, or spoken with the builder (applicant). I received no correspondence of any kind re: efforts to accommodate or respect my family's home. The applicant has **never** discussed working with us etc. as the applicant falsely stated in the last meeting.

In a perfect world, the agriculture would stay as is. However, I *respect and honor* the agreed upon zoning of retail and come before you, **begging**, on my knees for returned respect of our agreed upon zoning arrangement. **Never**, would my family have built a home, *pouring in our life savings*, knowing high-density residential would abut against it. Now, I will look down into countless backyards, multiple to my just one, my view being however those homes elect to maintain their backyards... this is a **sledgehammer** to our home resale. My privacy is gone, stripped away. Those tenants could view clearly my family's activities in our home. **No longer will I feel safe or secure**. A place for escape, now a place of **angst and worry**.

We can't wrap our heads around why this rezoning is being considered to begin with, but should this be caustically imposed upon us. *We beg* for respect, respect in a significant green barrier, respect for the beautiful land of mature trees and flowers, respect for our privacy, respect for our safety, respect for our floor to ceiling windows, our serenity and our *life-savings* investment, my family's home.

I work a 12 hour day, we raise our children in these homes. What was thought to be a well-educated strategic decision to create a dream safe-haven for escape in Flower Mound, will soon be a sad mistake should this rezoning be authorized.

Further, a lower price point, mass produced community would bring down the value of our home and is far less desirable to resale.

Regardless of the pros and cons however, *the fact paramount*, is that my family made a strategic, knowledgeable, and comprehensive purchase of our lot to build upon, only to be devastated by this possibility and met with regret.

**I can assert and defend whole-heartedly** that the selection of our home lot **would have been different**, if the area behind our lot were not intended for agriculture, office/retail and instead the rezoning proposal at hand.

We *implore* the respect of our agreed upon arrangement, and urge as a resident of Flower Mound for this rezoning to be **denied**.

**It would be my honor to welcome you into my home, if even for a minute or two, please allow us the opportunity to show you our safe-haven, and the impact this decision would have. Would any council member be willing to visit our home?**

I request my thoughts be officially heard through this email.

Writing from my office, I did not have a photo on hand of our view but I did of our windows from the ground of our backyard.

Reiteratively, *please help us in protecting* my family's home.

Thank you,  
Briana

Briana Bass

| Fair Market Value                                               | Fee in Lieu  | 1.163 acre dedication plus remaining fees for .1138 acres |
|-----------------------------------------------------------------|--------------|-----------------------------------------------------------|
| <b>Town:</b><br><b>\$180,000.00</b>                             | \$229,824.00 | \$20,484.00                                               |
| <b>Applicant:</b><br><b>\$153,854.00</b>                        | \$196,440.78 | \$17,508.59                                               |
|                                                                 |              |                                                           |
| Required park dedication, or cash equivalent (based on 38 lots) |              | 1.2768 acres                                              |

**DRAFT MOTION 1 (Land with Town's Fair Market Value):** Approve parkland dedication of 1.163 acres and remaining fees in lieu of parkland dedication in the amount of \$20,484.00 and park development fees in the amount of \$52,744.00.

**DRAFT MOTION 2 (Fees in lieu of Town's Fair Market Value):** Approve fees in the amount of \$229,824.00 be accepted in lieu of the otherwise required parkland dedication and park development fees in the amount of \$52,744.00.

**DRAFT MOTION 3 (Land with Applicant's Fair Market Value):** Approve parkland dedication of 1.163 acres and remaining fees in lieu of parkland dedication in the amount of \$17,508.59 and park development fees in the amount of \$52,744.00.

**DRAFT MOTION 4 (Fees in lieu of Applicant's Fair Market Value):** Approve fees in the amount of \$196,440.78 be accepted in lieu of the otherwise required parkland dedication and park development fees in the amount of \$52,744.00.