LITTLE ELM

REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, July 19, 2022
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Regular Town Council Meeting/Roll Call at 6:00 p.m.**

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

   E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

   F. **Presentation of Monthly Updates.**
   Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction

status, utility operations, parks and recreation activities, as well as facility and fleet updates.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

2. **Presentations.**

A. Present a **Certificate of Recognition to the Little Elm 6U Orioles Baseball Team.**

3. **Public Comments**

Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

4. **Consent Agenda**

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the June 21, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve an **Amendment to the Interlocal agreement between the Town of Little Elm and the Water Districts of Paloma Creek to Provide Law Enforcement Services.**

C. Consider Action to Approve a **Budget Amendment for the Little Elm EDC to the Categories, Land Acquisition for Redevelopment in the Amount of $2.5 Million, and for Incentives in the Amount of $216,010.00 for Budget FY 2021-2022.**

D. Consider Action to Approve the **Amended and Restated Development Agreement between the Town of Little Elm, Little Elm Economic Development Corporation and Palladium Little Elm Phase II, LTD.**

E. Consider Action to Approve **Resolution No. 0719202202 Consent for Utility and Road Bonds for Highway US 380 MMD.**

F. Consider Action to Approve the **Purchase and Installation of Two Clear Comfort CCW500SP Systems at The Cove at the Lakefront® in an Amount not to Exceed $77,940.80.**

G. Consider Action to Approve the **Final Acceptance of the Town Building Expansion Project Phase 2 (Project 2020-01).**

H. Consider Action to Approve **Planning & Zoning Commissioner Appointments.**

I. Consider Action to Approve **Authorizing Kate Graham to Perform the Duties of Town Secretary in the Absence of the Town Secretary.**

J. Consider Action to Approve a **Settlement Agreement with Frisco West and the Town of Little Elm in an Amount not to Exceed $106,095.39.**

K. Consider Action to Approve **Resolution No. 0719202203 regarding a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.**

5. **Regular Items.**

A. Present, Discuss, and Consider Action to Approve **Resolution No. 0719202201 Accepting a Petition Seeking the Creation of the Valencia Public Improvement District Number Two (2) within the Corporate Boundaries of the Town and Calling for a Public Hearing at the August 16, 2022, Regular Town Council Meeting.**

B. Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0719202204 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Little Elm Park and Resolution No. 0719202205 Prohibiting Drilling, Mining, or the Re-Opening of any Abandoned Well or Mine in the Public Parkland located within Little Elm Park.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Resolution No. 0719202204 and Resolution No. 0719202205:

C. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1667 Regarding a Request for a Specific Use Permit (SUP) for a Liquor Store Use, Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Alcoholic Beverages for Off-premise Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1667:

D. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1668 Regarding a Request for a Specific Use Permit (SUP) for a Business Service Use, Generally Located at 1927 Old Witt Road, Currently Zoned Light Commercial (LC), in Order to Allow for Pest Control Services with On-site Vehicle Fleet.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1668:

E. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1669 Regarding a Request for a Specific Use Permit (SUP) for a Bar/Brewpub Use, Located at 850 W. Eldorado Parkway, Suite 700, Currently Zoned Light Commercial (LC), in Order to Allow for the Sale and Consumption of Alcoholic Beverages for On-premise Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1669:

F. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1670 Regarding a Request to Rezone Approximately 1.5 Acres of Land, Currently Zoned as Planned Development - Light Commercial (PD-LC) through Ordinance No. 484, Generally Located at 2821 Eldorado Parkway, on the South Side of Eldorado Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow a New Commercial Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1670:

G. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 2821 Eldorado LLC.**

H. Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1671 Regarding a Request to Rezone Approximately 6.686 Acres of Land, Currently Zoned as Light Commercial (LC), in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Standards, to Allow a New Commercial Development with Modified Development Standards and Establish a New Type of Office/Warehouse/Showroom Product.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1671:

I. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Madewell Companies.**

J. Present, Discuss, and Consider Action to Approve **Appointments of Two (2) Little Elm EDC Board Members and Two (2) Town Council Member to Serve on the Little Elm Local Development Corporation Board of Directors.**

6. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

7. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.

- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 15th day of July 2022 before 5:00 p.m.

Date:	07/19/2022
Agenda Item #:	2. A.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Erin Mudie, Managing Director of Marketing & Communications

AGENDA ITEM:

Present a **Certificate of Recognition to the Little Elm 6U Orioles Baseball Team.**

DESCRIPTION:

The Mayor will present a Certificate of Recognition to the Little Elm 6U Orioles baseball team for qualifying for the A/Rec State Tourney by finishing first in their Regular Season. Orioles went 2-2 for the tourney falling in the Championship game.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	07/19/2022
Agenda Item #:	4. A.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

AGENDA ITEM:

Consider Action to Approve the **Minutes from the June 21, 2022, Regular Town Council Meeting.**

DESCRIPTION:

The minutes from the regular Town Council meeting on June 21, 2022, are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - June 21, 2022

D R A F T

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
http://www.littleelm.org

REGULAR TOWN COUNCIL MEETING
TUESDAY JUNE 21, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Neil Blais; Council Member Jamell Johnson; Mayor Pro Tem Lisa Norman

Absent: Council Member Tony Singh; Council Member Jeremy Lukas; Council Member Michael McClellan

Staff Present: Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde, Director of Community Services; Deidre Hale, Human Resources Director; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Jason Shroyer, Director of Public Works; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial Officer; Paul Rust, Fire Chief; Rebecca Hunter, Purchasing Manager; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

1. Call to Order Council Workshop at 6:00 p.m.

Meeting was called to order at 6:00 p.m.

A. Present and Discuss **Town Council Redistricting.**

Town Manager Matt Mueller gave an overview of the item. Town Council gave direction to move forward with redistricting this fall to be completed before January 2023.

B. Present and Discuss **Proposed Amendments to Chapter 106 (Zoning Ordinance) to Amend Existing Light Commercial Zoning District.**

Development Services Director Fred Gibbs gave background information on the purpose of this item. These regulations came out of the West Side Study and staff is requesting direction from Council to apply the regulations to just this area or Town-wide. Planning Manager Olga Chernomorets gave an overview of the item in the attached presentation. Town Council gave direction to apply the outlined zoning regulations Town-wide where applicable.

2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

A. Invocation.

Council Member Neil Blais gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

Mark McCliney, Bound Counsel, provided information related to item 5B for the notice of intent for the Public Safety Annex.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

Council Member Tony Singh is absent last meeting due to travel and this meeting due to personal illness. Council Member Blais' absence last meeting due to travel.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

None.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

None.

3. **Presentations.**

4. **Public Comments**
Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.

None.

5. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Neil Blais, seconded by Mayor Pro Tem Lisa Norman ***to approve the Consent Agenda.***

Vote: 4 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the June 7, 2022, Regular Town Council Meeting.**

B. Consider Action to Approve **Resolution No. 0621202201 Approving and Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, Series 2022 and Authorizing SAMCO Capital Markets, Bond Counsel, and Town Officials to Proceed with the Issuance Process for the Certificates.**

C. Consider Action to Approve the **First Amendment Ground Lease Purchase and Performance Agreement between Little Elm Hospitality, LLC and Little Elm Economic Development Corporation.**

D. Consider Action to Approve a **Professional Services Agreement between the Town of Little Elm and Weaver and Tidwell, LLP for Audit Services, RFP 2022-13.**

E. Consider Action to Approve **Resolution No. 0621202202 Consent for Utility and Road Bonds for Highway US 380 MMD.**

F. Consider Action to Approve a **Construction Manager at Risk Contract to AUI Partners, LLC for the Lakeside Youth Sports Improvements Project (Contract #2022-12).**

G. Consider Action to Approve an **Interlocal Agreement (ILA) between the Town of Little Elm and the City of Frisco regarding the King Road Expansion Project.**

H. Consider Action to Approve the **Purchase of Playground Equipment for The Lawn at The Lakefront Project from Whirlix Design, Inc. in an amount not to exceed $376,400.**

6. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council entered into Executive Session at 6:40 p.m.

7. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- COVID-19 Pandemic and the Town's response thereto, including the consideration of an emergency declaration ordinance.
- Section 551.071 for private consultation with the Town Attorney to discuss the COVID-19 pandemic and municipal authority to respond to the COVID-19 outbreak and to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personal matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council reconvened into Open Session at 6:56 p.m. No Action was taken.

8. Adjourn.

Meeting adjourned at 6:56 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this 19th day of July 2022.

Date:	07/19/2022
Agenda Item #:	4. B.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Rodney Harrison, Police Chief

AGENDA ITEM:

Consider Action to Approve an **Amendment to the Interlocal agreement between the Town of Little Elm and the Water Districts of Paloma Creek to Provide Law Enforcement Services.**

DESCRIPTION:

On May 1, 2019, the Water Districts of Paloma Creek and Town entered into an Interlocal Cooperation Agreement for Law Enforcement Services under which Town agreed to provide law enforcement services within the respective boundaries of the Water Districts of Paloma Creek in exchange for quarterly installments paid by the Water Districts of Paloma Creek. Due to the population growth of the Water Districts of Paloma Creek and an increase in the need for law enforcement services in the District Area, the parties have determined that thirteen (13) Police Officers and one (1) Detective no longer constitutes adequate police services. The amended interlocal agreement increases the number of officers hired by the Town and assigned to the District Area to (13) Police Officers and four (4) Detectives.

BUDGET IMPACT:

The Water District of Paloma Creek pays the Town of Little Elm for law enforcement services. This amendment to the interlocal agreement brings the total annual cost for services to $2,392,534.16. Capital costs will be $198,000.00. The revenues from this agreement go into the General Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

ILA Law Enforcement Services with Paloma Creek Water District

ILA Law Enforcement Services with Paloma Creek Water District Costs

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES ("**Amendment**") is made and entered into by the Town of Little Elm, Texas ("**Little Elm**" or "**Town**"), a home rule municipal corporation, and Denton County Fresh Water Supply District Nos. 8-A, 8-B, 11-A, 11-B, and 11-C (collectively referred to as the "**Water Districts of Paloma Creek**"), each being a conservation and reclamation district created pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution, and operating pursuant to the provisions of Chapters 49, 51, and, for limited purposes, Chapter 53, of the Texas Water Code. The Town and the Water Districts are collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, effective May 1, 2019, the Water Districts of Paloma Creek and Town entered into that certain Interlocal Cooperation Agreement for Law Enforcement Services (the "**Agreement**") under which Town agreed to provide law enforcement services within the respective boundaries of the Water Districts of Paloma Creek (collectively the "**District Area**") in exchange for quarterly installments paid by the Water Districts of Paloma Creek in accordance with the Agreement; and

WHEREAS, under the Agreement, the Town committed to provide adequate police services to the District Area at the same level and to the same degree as are provided to the citizens of the Town, considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow; and

WHEREAS, on the effective date of the Agreement, the Parties agreed that the Town hiring and assigning thirteen (13) Police Officers and one (1) Detective specifically to the Water Districts of Paloma Creek constituted adequate police services; and

WHEREAS, due to the population growth of the Water Districts of Paloma Creek and increase in the need for law enforcement services in the District Area, the Parties have determined that thirteen (13) Police Officers and one (1) Detective no longer constitutes adequate police services; and

WHEREAS, the Parties have agreed to increase the number of officers hired by the Town and assigned to the District Area and desire to amend the Agreement to reflect the increase in services provided by Town as herein set forth; and

WHEREAS, each capitalized term used but not defined herein shall have the meaning assigned to that term in the Agreement.

NOW THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
AMENDMENTS

1.01. Section 3(a) of the Agreement is deleted and replaced in its entirety by the following:

(a) Provide an adequate number of police patrol units to provide routine neighborhood patrol, patrol of business establishments, speed limit enforcement and traffic control on all roadways within the District Area, routine investigation services, criminal investigation, special response team, and all resources and equipment, as defined and quantified in the annual Town adopted budget, at the same level and to the same degree as are provided to the citizens of the Town, and otherwise enforce the laws of the State of Texas and the Water Districts of Paloma Creek, including such laws as extended to the Water Districts of Paloma Creek by action of the Denton County Commissioners Court, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow.

On the effective date of the Amendment to this Agreement, the Town commits to hiring and assigning thirteen (13) Police Officers and four (4) Detectives specifically to the Water Districts of Paloma Creek per the terms of the Agreement. It is understood that the officers assigned to Water Districts of Paloma Creek may, from time to time, be required to respond to calls or otherwise provide services outside of the District Area and that, from time to time, an officer assigned to another district in Little Elm may provide services in the District Area. The Parties agree that the coverage described hereinabove constitutes adequate police services. The District Area is currently designated within Little Elm's District 5 as shown on the LEPD map, but boundaries may be subject to change depending on overall service needs of Little Elm.

1.02. The following language is added to the end of Section 6(c) of the Agreement:

During the term of this Agreement, should the Parties determine that the number of Little Elm personnel assigned to the Water Districts of Paloma Creek does not constitute adequate police services as contemplated in Section 3(a) of this Agreement, or that personnel assigned exceeds the necessary personnel to constitute adequate police services, then the Town shall incorporate such determination into a modified budget proposal presented to the Water Districts of Paloma Creek. Written approval by the Water Districts of Paloma Creek of the modified budget proposal shall constitute an agreement by the Parties that the personnel assigned as presented in the modified budget proposal constitutes adequate police services, without the need for any further or formal amendment of the Agreement. Any adjustment to the number of personnel assigned shall not be included in the calculation of the ten percent (10%) annual increase contemplated above.

1.03. The following Section 7(g) is added to the Agreement:

(g) Should the Parties add additional officers to the Agreement as contemplated under Section 6(c) of the Agreement, as amended, then the Water Districts of Paloma Creek shall be responsible for the capital costs of such additional officers under this Section 7, in an amount reflective of the number of officers added. The Parties acknowledge that such capital costs may increase based on economic factors out of the control of the Parties.

ARTICLE II
MISCELLANEOUS

2.01. Entire Agreement. As amended hereby, the Agreement contains the complete and entire agreement of the parties and supersedes any prior or contemporaneous negotiations, agreements, representations and understandings, oral or written, if any, among the parties.

2.02. Ratification. No other amendment to the Agreement is made or intended to be made hereby and, except as amended by this Amendment, the Agreement is hereby ratified, confirmed and reaffirmed by the parties.

2.03. Severability. If any provision in this Amendment is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Amendment, and this Amendment will be construed as if the unenforceable provision had never been part of this Amendment.

2.04. Counterpart Originals. If this Amendment is executed in multiple counterparts, all counterparts taken together will constitute this Amendment.

2.05 Recitals. All matters stated above in the Recitals are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

[the rest of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2022, in duplicate originals, to be effective _____.

TOWN OF LITTLE ELM, TEXAS

_____
_____, Mayor

ATTEST:

_____
_____, Town Secretary

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 11-A

ATTEST:

_____
Secretary, Board of Directors

By: _____
President, Board of Directors

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 11-B

ATTEST:

_____
Secretary, Board of Directors

By: _____
President, Board of Directors

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 11-C

ATTEST:

_____
Secretary, Board of Directors

By: _____
President, Board of Directors

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 8-A

ATTEST:

_____
Secretary, Board of Directors

By: _____
President, Board of Directors

DENTON COUNTY FRESH WATER
SUPPLY DISTRICT NO. 8-B

ATTEST:

_____
Secretary, Board of Directors

By: _____
President, Board of Directors

22 – 23 Budget
Little Elm Police Department
Police Service Fact Sheet Estimate
Denton County Fresh Water Supply Districts of Paloma Creek

A. Salary and Benefits

Officer: (8)	
Annual Base Salary:	$73,761.28
Benefits:	$35,840.33
Cost per Officer	$109,601.61
Detective: (4)	
Annual Base Salary:	$90,318.02
Benefits:	$38,220.01
Cost for Detective:	$128,538.03
Sergeant: (4)	
Annual Base Salary:	$88,865.61
Benefits:	$39,002.04
Cost per Sergeant:	$134,531.91
Lieutenant (1)	
Annual Base Salary:	$106,642.99
Benefits:	$40,241.25
Cost per Lieutenant:	$146,884.24
Clerk (1)	
Annual Base Salary:	$37,948.58
Benefits:	$29,767.50
Cost for Clerk:	$67,716.08
Salary and Benefits Cost Total:	**$2,143,692.96**

B. Administrative fees:

Dispatch fees: Based off of population/roof tops.	$70,637.85
RMS license fees $5,000 X 3 (new Detectives)	$15,000.00
ICS Fees $845.68 X 16	$14,376.56
Air Cards /cell phone fee: $1050 X 16	$16,800.00
Jail Services	$27,026.79
Flock Fees **(year 2)**	$25,000.00
Administrative Cost Total:	**$168,841.20**

C. Vehicle Maintenance Fees

Flat fee per vehicle $5,000.00 X 16 = **$80,000.00**

D. Summary of Cost (Capital not included)

Personnel Cost for Services:	**$2,143,692.96** includes (10% market adjustment plus three new detectives)
Administrative Costs	**$168,841.20**
Vehicle Maintenance Fees	**$80,000.00**
Total annual cost:	**$2,392,534.16**

E. Capital Cost

1. Three Detective vehicles (Estimate) $141,000.00
(Payable upon invoice)

2. Three equipment packages for an LE Police Officer (new detectives)
(Payable upon invoice) $19,000.00 x 3 $57,000.00

Total Capital $198,000.00

Date:	07/19/2022
Agenda Item #:	4. C.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve a **Budget Amendment for the Little Elm EDC to the Categories, Land Acquisition for Redevelopment in the Amount of $2.5 Million, and for Incentives in the Amount of $216,010.00 for Budget FY 2021-2022.**

DESCRIPTION:

This amendment allows the Little Elm EDC to purchase additional property in the Lakefront District and adjust Incentives for Economic Development projects.

BUDGET IMPACT:

The amendment will allow for the full purchase price of the property, in cash, requiring no other source of revenue or financial obligation. The land acquisition amount is $2.5 Million and the Incentives amount is $216,010.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

EDC Budget FY 20211 -2022

Contract

Little Elm EDC FY 2022-2023 BUDGET

ACCOUNT CODES	ACCOUNT DESCRIPTION	BUDGET 2021-2022	ESTIMATED 2021-2022
Revenue and Other Sources			
811-5132	CITY SALES TAXES	2,871,734	3,272,516
811-5135	TRANSFER TO TIRZ #3 LAKEFRONT	(90,000)	(81,500)
811-5141	CONTRA TEXAS FIRST 380 AGREEMENT ('17-'21)	(21,500)	-
811-5142	CONTRA GOVEIA/GCRE 380 AGREEMENT ('18-'25)	(40,000)	(28,000)
811-5143	CONTRA ASCO ('22-26')	(21,500)	-
811-5400	MISCELLANEOUS REVENUE	7,500	100
811-5611	INTEREST EARNINGS	35,000	38,796
811-5678	CONCESSIONS - HYDROUS	30,000	30,000
811-5683	GROUND LEASE INCOME - HULA HUT	20,000	23,000
811-5684	INTEREST REVENUE - TEXAS FIRST	125,347	125,347
811-5684	PRINCIPAL REVENUE - TEXAS FIRST	80,212	80,212
811-5802	CHADNIC- MULTI FAMILY	69,696	69,696
811-5803	CHADNIC-RETAIL	-	-
811-5804	INTERGOVT. INCOME		100,000
811-5805	TIN MAN RENTAL INCOME	-	-
	TIN MAN TRIPLE NET INCOME		4,091
811-8900	LOAN PROCEEDS	-	-
811-8912	MUSTANG (8 of 10)	100,000	100,000
Total Revenues and Other Sources		**3,166,490**	**3,734,258**

Expenditures			
Principal and Interest on Debt			
811-6004	PRINCIPAL-LOAN CONSOLIDATION #98337	516,824	516,824
811-6005	INTEREST-LOAN CONSOLIDATION #98337	157,680	157,680
811-6009	PRINCIPAL-LINCOLN PARK #233639	121,629	121,629
811-6010	INTEREST-LINCOLN PARK #233639	39,819	39,819
811-6011	PRINCIPAL-TEXAS FIRST #246732	95,747	95,747
811-6012	INTEREST-TEXAS FIRST#246732	82,280	82,280
811-6013	PRINCIPAL-TIN MAN #264078	0	-
811-6014	INTEREST-TIN MAN #264078	195,311	195,311
Total Debt Expenditures		**1,209,291**	**1,209,291**

Personnel Costs			
811-6108-80-00	SALARIES AND WAGES	316,363	308,712
811-6114-80-00	TMRS	48,966	48,071
811-6115-80-00	LONGEVITY PAY	1,020	1,200
811-6117-80-00	EDUCATION PAY	1,200	1,200
811-6118-80-00	CAR ALLOWANCE	6,912	6,912
811-6141-80-00	SOCIAL SECURITY	27,046	27,301
811-6142-80-00	GROUP INSURANCE	33,636	29,231
811-6143-80-00	WORKERS COMPENSATION	573	-
811-6145-80-00	TEXAS EMPLOYMENT COMMISSION	84	84
Total Personnel Expenditures		**435,799**	**422,711**

Little Elm EDC FY 2022-2023 BUDGET

ACCOUNT CODES	ACCOUNT DESCRIPTION	BUDGET 2021-2022	ESTIMATED 2021-2022
Other Operating Costs			
811-6211-80-00	LEGAL SERVICES (Attorney)	25,000	10,000
811-6214-80-00	PROFESSIONAL SERVICES	30,000	3,500
811-6229-80-00	OFFICE DEVELOPMENT	10,000	10,000
811-6231-80-00	CONTRACTED SERVICES	75,000	62,000
811-6232-80-00	GENERAL WEBSITE	2,500	2,500
811-6272-80-00	COMMUNICATIONS	4,000	4,000
811-6276-80-00	TUITION REIMBURSEMENT	2,500	2,500
811-6278-80-00	LEASE PAYMENTS	10	-
811-6342-80-00	OFFICE SUPPLIES	1,000	1,000
811-6343-80-00	ADVERTISING	287,173	200,000
811-6344-80-00	PRINTING AND MAILING	3,500	750
811-6347-80-00	TRADE SHOWS EXPENSE	40,000	30,000
811-6354-80-00	EMPLOYEE & PUBLIC RELATIONS	10,000	5,000
811-6711-80-00	GASOLINE AND OIL	500	250
811-6712-80-00	DUES & MEMBERSHIPS	12,500	6,000
811-6715-80-00	SCHOOLS AND SEMINARS	25,000	2,000
811-6719-80-00	UNIFORMS	1,000	1,000
811-6729-80-00	LAND ACQUISITION FOR REDEVELOPMENT	-	2,500,000
811-6730-80-00	INCENTIVES	935,426	1,151,436
811-6740-80-00	TIN MAN SHELL BUILDING	5,743,789	5,743,789
811-6741-80-00	TIN MAN OPERATING EXPENSES	-	-
Total Operating Expenditures		**7,208,898**	**9,735,725**
Transfers to Other Funds			
811-6250-80-00	CONTRACT WITH TOWN	30,000	30,000
811-6252-80-00	TRANSFER TO TIRZ #1 ROSEBRIAR (KROGER)	105,000	105,000
Total Transfers		**135,000**	**135,000**
TOTAL EXPENDITURES		**8,988,988**	**11,502,726**
EXCESS REVENUES OVER (UNDER) EXPENDITURES		**(5,822,499)**	**(7,768,468)**

TEXAS REALTORS

COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Anca Investments Inc**

Address: **W Eldorado Parkway, Little Elm, TX 75068**
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: **Little Elm Economic Development Corporation**

Address: **100 West Eldorado Parkway, Little Elm, TX 75068**
Phone: **(214)975-0455** E-mail: **jke@littleelm.org**
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in **Denton** County, Texas at _____ *(address)* and that is legally described on the attached Exhibit _____ or as follows:
A0577 R. Hensworth, TR 37, 3.2876 Acres

B. Seller will sell and convey the Property together with:
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing . . . . . $ **2,450,000.00**

(2) Sum of all financing described in Paragraph 4 . . . . . $ _____

(3) Sales price (sum of 3A(1) and 3A(2)) . . . . . $ **2,450,000.00**

Specialty Land Services LLC, 1341 S Preston Rd Celina TX 75034 Phone: 972.679-9488 Fax: 972.382.4748 W Eldordo
Buddy Minett Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

B. Adjustment to Sales Price: *(Check (1) or (2) only.)*

[X] (1) The sales price will not be adjusted based on a survey.
[ ] (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $ _____ per:
[ ] (i) square foot of [ ] total area [ ] net area.
[ ] (ii) acre of [ ] total area [ ] net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
[ ] (i) public roadways;
[ ] (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
[ ] (iii) _____
_____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

[ ] A. Third Party Financing: One or more third party loans in the total amount of $ _____ .
This contract:
[ ] (1) is not contingent upon Buyer obtaining third party financing.
[ ] (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

[ ] B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____ .

[ ] C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ _____ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ **$10,000.00** as earnest money with **Chicago Title - Prosper** (title company) at **1180 Prosper Tr, Ste 20, Prosper tx 75078** (address) **Kathy Haynes** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
[ ] (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
[ ] (ii) _____ .
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

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6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
[X] (a) will not be amended or deleted from the title policy.
[ ] (b) will be amended to read "shortages in areas" at the expense of [ ] Buyer [ ] Seller.

(3) Within **10** days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within **30** days after the effective date:

[ ] (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

[ ] (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

[X] (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, [X] Seller [ ] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party **1500** *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within **5** days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

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document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: **as is** _____

_____

_____

_____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within **30** days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ **100.00** that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of $_____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

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(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 15 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

[X] (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
[X] (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
[X] (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
[ ] (d) copies property tax statements for the Property for the previous 2 calendar years;
[ ] (e) plats of the Property;
[ ] (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
[ ] (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

[X] (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
[ ] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
[ ] (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within **N/A** days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: **None**	**Cooperating Broker:** **Specialty Land Services**
Agent:	Agent: **Buddy Minett**
Address:	Address: **1341 S Preston Rd Celina TX 75009**
Phone & Fax:	Phone & Fax: **(972)679-9488**
E-mail:	E-mail: **buddy@specialtyland.com**
License No.:	License No.: **900809**

Principal Broker: *(Check only one box)*
- ☐ represents Seller only.
- ☐ represents Buyer only.
- ☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, ~~Seller~~ Buyer will pay:

Principal Broker a total cash fee of:
- ☐ _____ % of the sales price.
- ☐ _____.

Cooperating Broker a total cash fee of:
- ☒ **1.500** % of the sales price.
- ☐ _____.

The cash fees will be paid in Collin County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) [X] **30** days after the expiration of the feasibility period.
[ ] _____ *(specific date)*.
[ ] _____.
(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a [ ] general [X] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) an assignment of all leases to or on the Property;
(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
Commission for buyers broker to paid by Buyer.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee;
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10)any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☐ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
- ☐ (3) Commercial Property Condition Statement (TXR-1408);
- ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (6) Addendum for Coastal Area Property (TXR-1915);
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- ☐ (8) Information About Brokerage Services (TXR-2501);
- ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- ☐ (11) _____

_____.

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

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necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **June 18, 2022**, the offer will lapse and become null and void.

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READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Anca Investments Inc

By: Kacy Kim 6/8/22
By (signature): KACY KIM
Printed Name:
Title: President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: Little Elm Economic Development Corporation

By: M. Jeanette Espinosa
By (signature): _____
Printed Name: M. Jeanette Espinosa
Title: Executive Director

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____, or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
- ☑ A. the contract on this day 6-21-22 (effective date);
- ☑ B. earnest money in the amount of $ 10,000.00 in the form of WIRE on 6-24-22.

Title company: _____

By: Kathy Haynes

Assigned file number (GF#): 3057622200206

Chicago Title Company
Kathy Haynes
Kathy@ChicagoTitleCo.com
1180 E. Prosper Trail, Ste. 20
Prosper TX 75078

E-mail: _____

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EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Buddy Minett	0522235	**buddy.minett@sbcglobal.net**	**972.679-9488**
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials _____ _____ Date

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

Kathy Haynes

From: NoReply_MFSTeam@fnf.com
Sent: Friday, June 24, 2022 9:20 AM
To: kathy@chicagotitleco.com
Subject: Match for File Number:8057622200206 Amount:$10,000.00 (29780964) (8FAM4H) {Encrypt}

This message was sent securely using Zix®

Good morning,
An inbound wire has been received and matched on 'Manual Action'. We have provided details below for your convenience. If you find that this has been made in error, please contact your OAC or WMA Support for assistance.
Thank you,
The Wires Team

Inbound Wire Notification	
Escrow Information	
File Number	8057622200206
Wire Claim Account	BOT4306 -***14306
Amount	$10,000.00
Property Address	W ELDORADO PKWY, Little Elm, TX 75068
Source System	SPS.TX
Claim Author	Kathy Haynes
Wire Information	
Received Date and Time	6/24/2022 7:29:23 AM MT
Wire Bank Account	BOT4306 -***14306
TransactionID	20220624J3Q5021C00053206240901FT03
Sequence Number	220624080125F200
Wire Amount	$10,000.00
Wire Details	ORG= OBI=Value Date: 20220624 Sending Bank: 111916326 - Fed Reference: 20220624J3Q5021C00053206240901FT03 Credit Account: 8095014306 Originating Account: 5000195 Originating Party: AC 5000195 LITTLE ELM ECONOMIC DEVELOPMENT COR 2320 NOCONA DR PROSPER TX 75078 Beneficiary Party: AC 8095014306 CHICAGO TITLE OF TEXAS LLC 1180 E. PROSPER TRAIL #20 PROSPER, TX 75078 US Receiving Bank: 111014325 ORB= BNF=8095014306 BBK= RFB= FITOFI= SENDING BANK= RECEIVING BANK=111014325

{BankWireLinkTag}
{WireClaimLinkTag}

Date:	07/19/2022
Agenda Item #:	4. D.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve the **Amended and Restated Development Agreement between the Town of Little Elm, Little Elm Economic Development Corporation and Palladium Little Elm Phase II, LTD.**

DESCRIPTION:

This Amended and Restated Development Agreement revises the financial obligations of the developer for the construction of the eight (8) foot Masonry Wall. This revision also provides that the wall be constructed, or caused to be constructed by Little Elm EDC with a third-party contractor, Ratliff Hardscape, and in accordance with the proposal provided by Ratliff. The Town will treat this as a capital project.

BUDGET IMPACT:

Obligations of the Developer:

- **Payment of Infrastructure Fee by Developer.** Developer covenants and agrees to pay an infrastructure fee to the LEEDC in the amount of **Seventy-Three Thousand Four Hundred Thirty-Seven and No/100 Dollars ($73,437.00)** within thirty (30) days of the Effective Date of this Agreement.

Obligations of the Town and the EDC:

- **Payment for the Screening Wall by Town.** The Town covenants and agrees to contribute the sum of **Eighty-Seven Thousand Six Hundred Fifty-One and No/100 Dollars ($87,651.00)** to the **LEEDC** towards the construction of the Screening Wall within thirty (30) days of receipt of paid invoices, paid receipts, or other documentation for the Screening Wall in a form acceptable to the Town, and in an amount of **One Hundred Eighty-Nine Thousand Five Hundred Twenty-Five and 50/100 Dollars ($189,525.50).**
    - This amount was originally to be paid to the Developer

- **Payment for the Screening Wall by LEEDC**. The LEEDC covenants and agrees to contribute the sum of **Twenty-Eight Thousand Four Hundred Thirty-Seven and 50/100 Dollars**

($28,437.50) towards the construction of the Screening Wall.

- This amount was originally to be paid to the Developer.

- **Construction of the Screening Wall.** LEEDC covenants and agrees to cause the commencement of construction of the Screening Wall within sixty (60) days of the Effective Date of this Agreement. The construction will be in accordance with, and per the Ratliff Hardscape proposal attached hereto as Exhibit C and made a part hereof as if set forth in full. Further, LEEDC covenants and agrees to submit to the Town paid invoices, paid receipts, or other documentation for the Screening Wall in a form acceptable to the Town, and in an amount of **One Hundred Eighty-Nine Thousand Five Hundred Twenty-Five and 50/100 Dollars ($189,525.50)** within thirteen (13) months of the Effective Date of this Agreement.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Amended and Restated DA for Palladium Wall

TOWN OF LITTLE ELM, TEXAS,
LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION
AND
PALLADIUM LITTLE ELM PHASE II, LTD.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS**, a Texas home-rule municipality, 100 W. Eldorado Parkway, Little Elm, Texas 75068, (hereinafter referred to as the "Town"), the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, 100 W. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to as the "LEEDC"), and **PALLADIUM LITTLE ELM PHASE II, LTD.**, a Texas limited partnership, 13455 Noel Road, Suite 400, Dallas, Texas 75240 (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer is the owner of approximately **4.096**-acre tract of land consisting of Lot 1, Block A of the Palladium II Addition, an addition to the Town of Little Elm, Denton County, Texas, as more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, Developer has undertaken the construction of that certain 324-unit multifamily development with one 4-story wrapped building and one 4-story surface parking building and approximately 12,000 square feet of retail including the necessary infrastructure improvements to support the development, and required parking spaces in Little Elm, Denton County, Texas (the "Project") located on the Property; and

WHEREAS, the Town had previously approved the Developer's construction plans which included a retaining wall, but not of the specific length and materials the Town wishes to have on the Property, and the Town now requires the Developer to have constructed by the LEEDC an eight foot (8') tall screening wall along the north property line of the Property as depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Screening Wall"), with such construction to be in compliance with the Town's ordinance, rules and regulations.

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 Town, LEEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until **March 31, 2023**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

(a) **Agreement.** The word "Agreement" means this Amended and Restated Development Agreement, together with all exhibits and schedules attached to this Agreement from time to time and may be updated, if necessary.

(b) **Developer**. The word "Developer" means Palladium Little Elm Phase II, Ltd., a Texas limited partnership, its successors and assigns. For the purposes of this Agreement, Palladium's address is 13455 Noel Road, Suite 400, Dallas, Texas 75240.

(c) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Town, LEEDC, and Developer.

(d) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(e) **LEEDC**. The term "LEEDC" means the Little Elm Economic Development Corporation, a Texas non-profit corporation. For purposes of this Agreement, LEEDC's address is 100 W Eldorado Parkway, Little Elm, Texas 75068.

(f) **Property.** The word "Property" means the approximately **4.096** acre tract of land consisting of Lot 1, Block A of the Palladium II Addition, an addition to the Town of Little Elm, Denton County, Texas, as more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(g) **Screening Wall.** The eight foot (8') tall screening wall along the northern property line of the Property being (as that term is defined in the Second and Amended and Restated Chapter 380 Economic Development Program and Agreement), for a distance of approximately 493 linear feet, and with the construction materials and architectural design required to meet the Town's ordinance, rules and regulations as set forth more specifically on ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes.

(h) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(i) **Town.** The word "Town" means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town's address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF THE DEVELOPER.

The Developer covenants and agrees with Town and LEEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Payment of Infrastructure Fee by Developer.** Developer covenants and agrees to pay an infrastructure fee to the LEEDC in the amount of **Seventy-Three Thousand Four Hundred Thirty-Seven and No/100 Dollars ($73,437.00)** within thirty (30) days of the Effective Date of this Agreement.

(b) **Completion of Construction of Screening Wall.** The parties agree that the construction of the Screening Wall by the LEEDC will be completed within six (6) months from the Effective Date of this Agreement. Completion will be upon acceptance by the Town. Subject to the Town Manager's discretion, the Town Manager may authorize a one-time extension of three (3) additional months to complete the Screening Wall.

(c) **Maintenance.** Upon completion of construction of the Screening Wall, the future maintenance and cost thereof shall be the responsibility of the Developer and Town, or any subsequent owner of the Property, subject to any future tie in of any adjoining homeowner to the north of the Screening Wall.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE TOWN AND LEEDC.

Town and LEEDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Payment for the Screening Wall by Town.** The Town covenants and agrees to contribute the sum of **Eighty-Seven Thousand Six Hundred Fifty-One and No/100 Dollars ($87,651.00)** to the EDC towards the construction of the Screening Wall within thirty (30) days of receipt of paid invoices, paid receipts, or other documentation for the Screening Wall in a form acceptable to the Town, totaling **One Hundred Eighty-Nine Thousand Five Hundred Twenty-Five and 50/100 Dollars ($189,525.50)**.

(b) **Payment for the Screening Wall by LEEDC.** The LEEDC covenants and agrees to contribute the sum of **Twenty-Eight Thousand Four Hundred Thirty-Seven and 50/100 Dollars ($28,437.50)** towards the construction of the Screening Wall.

(c) **Construction of the Screening Wall.** LEEDC covenants and agrees to cause the commencement of construction of the Screening Wall within sixty (60) days of the Effective Date of this Agreement with construction completion within six (6) months of the Effective Date of this Agreement. Subject to the Town Manager's discretion, the Town Manager may authorize a one-time extension of three (3) additional months to complete the Screening Wall. The construction will be in accordance with, and per the Ratliff Hardscape proposal attached hereto as ***Exhibit C*** and made a part hereof as if set forth in full. Further, LEEDC covenants and agrees to submit to the Town paid invoices, paid receipts, or other documentation for the Screening Wall in a form acceptable to the Town, totaling **One Hundred Eighty-Nine Thousand Five Hundred Twenty-Five and 50/100 Dollars ($189,525.50)** within nine (9) months of the Effective Date of this Agreement.

SECTION 6. EVENTS OF DEFAULT.

Each of the following events shall constitute an Event of Default under this Agreement after compliance with the notice and opportunity to cure provisions set forth in Section 7.

(a) **General Event of Default.** Failure of Developer, LEEDC, or Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement.

(b) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer.

(c) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

Upon the occurrence of an event under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have ten (10) days to cure said default. Should said default remain uncured after the applicable notice period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

Notwithstanding anything contained in this Agreement to the contrary, Town shall not hold up the issuance of any Certificates of Occupancy for the Project related to the completion or non-completion of the Screening Wall.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the 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 sought 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.** This Agreement may not be assigned without the express written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed.

(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. LEEDC and Developer each warrant and represent that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **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.

(g) **Entire Agreement.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(h) **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Section 212.904 of the Texas Local Government Code; however,

notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under Section 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed. There shall be no Force Majeure event for the failure to timely pay sums due and owing hereunder.

(j) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to the Town:
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Attn: Matt Mueller, Town Manager
Telephone: (214) 975-0405
Email: mmueller@littleelm.org

if to Developer:
Palladium Little Elm Phase II, Ltd.
13455 Noel Road, Suite 400
Dallas, Texas 75240
Attn: Thomas E. Huth
Telephone: (972) 774-4450
Email: thuth@palladiumusa.com

if to LEEDC:
Little Elm Economic Development Corporation
100 W. Eldorado Parkway
Little Elm, Texas 75068
Attn: Jennette Espinosa, Executive Director
Telephone: (214) 975-0455
Email: jke@littleelm.org

(k) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have

the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

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

(m) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(n) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

(o) **Undocumented Workers Provision.** The Developer certifies that Developer 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, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

(p) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(q) **Iran, Sudan and Foreign Terrorist Organizations.** If § 2252.153 of the Texas Government Code is applicable to this Agreement, by signing below Developer hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

(r) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(s) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(t) **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

SECTION 9. REPRESENTATIONS AND WARRANTIES OF TOWN AND LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION.

Town and LEEDC (the "Contributors") hereby represent and warrant to Developer, as follows:

(a) Power and Authority. Contributors have the full right, authority and power to enter into this Agreement and to consummate the transactions provided for herein. This Agreement and all other related documents executed and delivered or to be executed and delivered by LEEDC or Town constitute legal, valid, and binding obligations of LEEDC or Town, respectively, enforceable in accordance with their terms, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement and all other related documents executed and delivered or to be executed and delivered by LEEDC or the Town. All requisite action necessary to authorize LEEDC and/or the Town to enter into this Agreement and to carry out the respective obligation of the Contributors hereunder or thereunder have been, or will have been taken by the Effective Date. No permission, approval or consent by third parties or governmental authorities is required in order for Contributors to consummate this Agreement all other related documents executed and delivered or to be executed and delivered by either of the Contributors in connection with this Agreement and the transactions contemplated herein and there.

(b) No Violations. The execution, delivery and performance by Contributors of their respective obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which Contributors

is bound, or by any of the provisions of any contract to which either of the Contributors is a party or by which either of the Contributors is bound.

(d) No Litigation. There is no litigation, action, suit, proceeding or investigation pending, or threatened, before any agency, court or other governmental authority affecting the Contributors which relates to the Property or the use thereof or which would prevent or inhibit the construction of the Screening Wall.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:

TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality

By: _____
Curtis J. Cornelious, Mayor
Date: _____

ATTEST:

_____
Caitlan Biggs, Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____ _____, 2022, by Curtis J. Cornelious, Mayor of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION,
A Texas non-profit corporation

By: _____
Ken Eaken, President
Date: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____ _____, 2022, by Ken Eaken, President of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

DEVELOPER:

PALLADIUM LITTLE ELM PHASE II, LTD.
a Texas limited partnership

Palladium Little Elm Phase II GP, LLC
a Texas limited liability company
Its general partner

By: _____
Thomas E. Huth
President and Chief Executive Officer
Date: 6/29/2022

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of June, 2022, by Thomas E. Huth, President and Chief Executive Officer of Palladium Little Elm Phase II GP, LLC, a Texas limited liability company, the general partner of Palladium Little Elm Phase II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

JULIE MARTIN
My Notary ID # 129780502
Expires April 9, 2026

Exhibit A

[Legal Description and/or Depiction
of the Property]

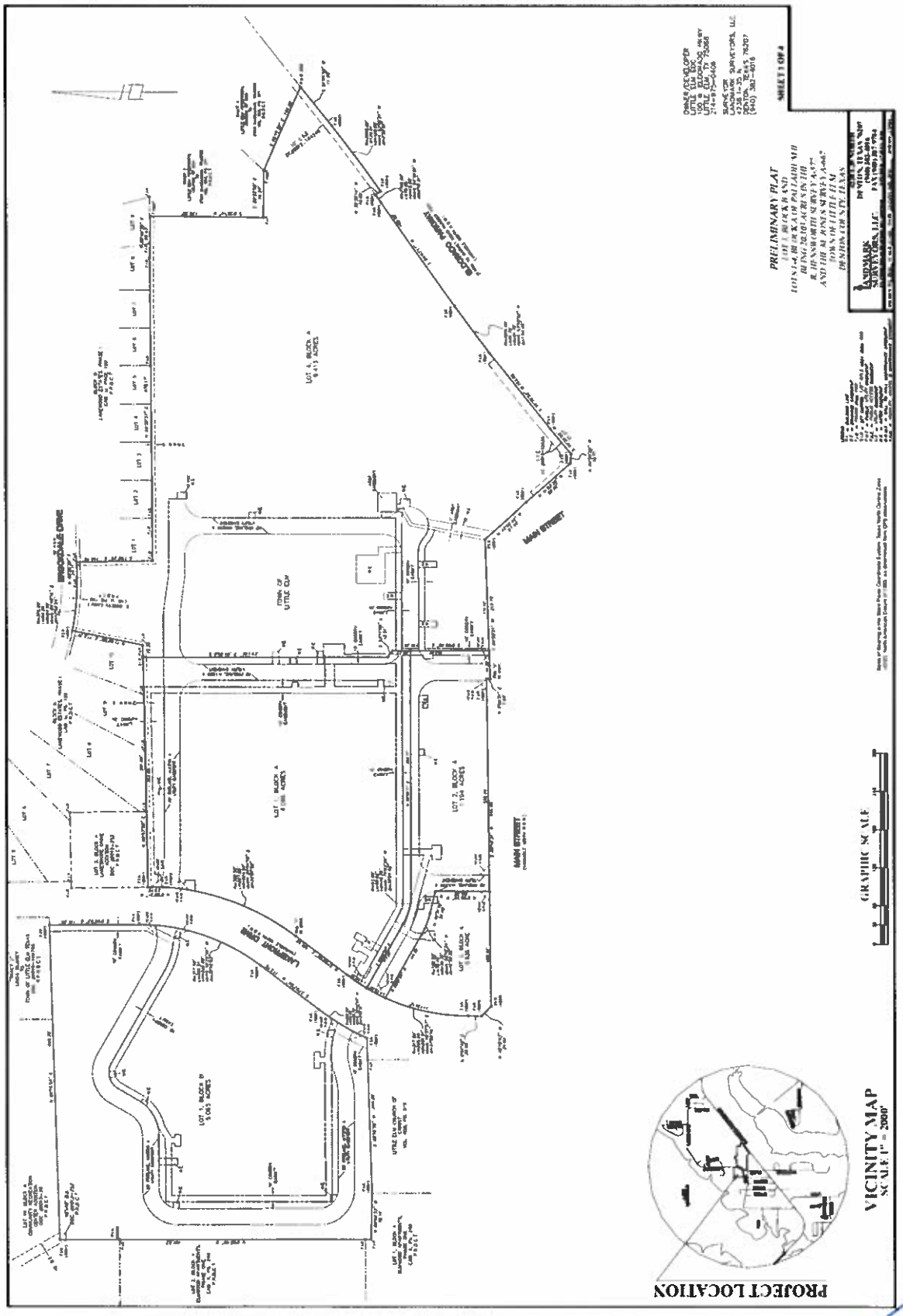

PRELIMINARY PLAT
VICINITY MAP
PROJECT LOCATION
GRAPHIC SCALE
MAIN STREET
BRIDGEDALE DRIVE

Exhibit B

[Depiction of the Screening Wall]



SCREENING WALL COST SPLIT	
COST OF WALL	$179,526.00
CONTINGENCY/ DEMO FENCE	$10,000.00
TOTAL	$189,526.00
TOTAL LENGTH	493 LF
PALLADIUM LENGTH	265 LF
TOWN LENGTH	228 LF
PALLADIUM COST	$101,875.00
TOWN COST	$87,651.00

CONSTRUCT WALL CL 1' FROM PROPERTY LINE

SCALE: 1"=20'

Exhibit C

Estimate and Financing Costs of Construction and materials for Screening Wall

Developer Screening Wall Financing Details:
Palladium Little Elm Phase II, Ltd. Contribution

Total Cost of Wall including contingency	**Developer Section** = $101,875.00 **TOLE** = $87,651.00 **Total $189,526.00**
Developer credit from their wall design	($101,875.00 –$45,000) **Total $56,875.00**
Split value of additional costs with TOLE and Developer	($56,875.00/2) **Total $28,437.50**
Developer's total contribution	$45,000 + $28,437.50 **Total $73,437.50**

EDC Contribution

Total Cost of Wall remaining after Developer Contribution	$116,088.50
EDC Contribution of the Developer only portion	$101,875.00 - $73,437.50
	Total $28,437.50

TOLE Contribution

Total Cost of wall remaining after Developer and EDC Contribution for the Town to pay **$87,651.00**

Wesley Brandon
Town of Little Elm
100 West Eldorado Pkwy
Little Elm, Texas 75068
wbrandon@littleelm.org

RATLIFF HARDSCAPE

EXHIBIT "A"

PROPOSAL

PROJECT: Palladium Wall
LOCATION: Little Elm, Texas

DATE: 1/18/22
PROPOSAL NO: 30-22-01.18-02

Ratliff Hardscape, Ltd. proposes to furnish equipment, materials, and labor to perform the following work for the referenced project.
All bid items and quantities included in the scope of work were based on plans dated N/A , by N/A

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
01	Permits	1	LS	950.00	$ 950.00
02	Structural Inspections	1	LS	2,200.00	$ 2,200.00
03	Site Facilities	1	LS	625.00	$ 625.00
04	8'-0" Ht. Stacked Stone Wall (to match Little Elm Typical Stone Wall)	493	LF	320.00	$ 157,760.00
05	8'-6" Ht. Primary Stone Columns (Re 18.2/S101)	9	EA	1,900.00	$ 17,001.00
06	Project Contingency	1	LS	10,000.00	$ 10,000.00
	TAX EXEMPT (No taxes required) Little Elm, Texas	8.25%	%		
				TOTAL	$ 188,536.00

TERMS AND CONDITIONS

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS PROPOSAL. THIS PROPOSAL AND ITS TERMS AND CONDITIONS OR ANY OTHER SPECIAL CONDITIONS (EXHIBIT "B") SHALL BECOME PART OF THE CONTRACT AS EXHIBIT "A". A CONTRACT SHALL BE PROVIDED BY THE OWNER, GENERAL CONTRACTOR, OR RATLIFF HARDSCAPE, LTD. AND EXECUTED PRIOR TO COMMENCEMENT OF ANY WORK. THE ABOVE QUANTITIES HAVE BEEN ESTIMATED; HOWEVER, THIS PROPOSAL IS A UNIT PRICE BASIS WITH PAYMENTS TO BE MADE BY THE HIRING OWNER OR GENERAL CONTRACTOR BY USING FIELD MEASURED QUANTITIES OF WORK COMPLETED. RATLIFF HARDSCAPE, LTD. SHALL SUBMIT BY THE 25th OF EACH MONTH, PARTIAL ESTIMATES, TO THE OWNER OR GENERAL CONTRACTOR WHICH INCLUDE ALL OF THE COMPLETED WORK PLUS ANY MATERIAL ON HAND FOR THE UNCOMPLETED PORTION. THE RETAINAGE AMOUNT TO BE WITHHELD FROM EACH MONTHLY INVOICE SHALL BE SPECIFIED BY THE HIRING OWNER OR GENERAL CONTRACTOR. IF NOT SPECIFIED, NO RETAINAGE WILL BE WITHHELD. PAYMENT TERMS ARE NET FIFTEEN (15) DAYS FROM THE DATE OF THE INVOICE. ALL INVOICES NOT RECEIVED IN FULL BY THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE UNTIL THE DATE FULL PAYMENT IS RECEIVED AT RATE OF 18% PER ANNUM. SALES TAX MUST BE APPLIED UNLESS MATERIAL USED FOR REALTY IMPROVEMENTS OF A TAX EXEMPT ENTITY OR BY RECEIPT OF A "SALES TAX EXEMPT" CERTIFICATE. PLEASE REVIEW ALL TIME SPECIAL CONDITIONS PROVIDED HEREIN AS EXHIBIT "B".

PLEASE SIGN THIS PROPOSAL AND RETURN ONE (1) ORIGINAL TO OUR OFFICE. YOUR ACCEPTANCE OF THIS PROPOSAL SHALL CONSTITUTE THE INTENT TO ENGAGE INTO A CONTRACT WITH RATLIFF HARDSCAPE, LTD. TO PERFORM THE ABOVE REFERENCED WORK.

ACCEPTED:

(OWNER / GENERAL CONTRACTOR)

By: _____
Signature

_____
Print Name

Its: _____
Title

RESPECTFULLY SUBMITTED:
Ratliff Hardscape, Ltd.
(CONTRACTOR / SUB-CONTRACTOR)

By: _____
Signature
Booder McWhorter
Print Name

Its: President & C.O.O.
Title

1940 Midway Road • Carrollton, TX 75006
Phone: 972-436-2538 • Fax: 972-221-9905
www.ratliffcompanies.com

Date:	07/19/2022
Agenda Item #:	4. E.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0719202202 Consent for Utility and Road Bonds for Highway US 380 MMD.**

DESCRIPTION:

This resolution was previously approved on June 21, 2022. However, the MMD increased the amount of the bonds, requiring the resolution to be amended and restated and approved by Town Council.

The Highway 380 MMD No. 1 is the district that overlays the Union Park development. The MMD intends to issue $15,000,000 in Unlimited Tax Road Bonds, Series 2022 and $9,000,000 Unlimited Tax Utility Bonds. These bonds are to pay for infrastructure improvements of the district. This consent resolution is in accordance with section 375.207 of the Texas Local Government Code and the development agreement between the Town of Little Elm and the Highway 380 MMD No. 1.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 0719202202

RESOLUTION NO. 0719202202

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS AMENDING AND RESTATING RESOLUTION NO. 0621202202 AND GIVING CONSENT TO THE ISSUANCE OF UNLIMITED TAX ROAD BONDS AND UNLIMITED TAX UTILITY BONDS BY HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

WHEREAS, the Town of Little Elm, Texas (the "Town") is a Texas municipal corporation as defined by the Texas Local Government Code; and

WHEREAS, Highway 380 Municipal Management District No. 1 (the "District") is a conservation and reclamation district operating pursuant to Chapter 49 of the Texas Water Code and Chapter 375 of the Texas Local Government Code, and is located within the corporate boundaries of the Town; and

WHEREAS, pursuant to Section 375.207 of the Texas Local Government Code, the District is required to obtain the Town's approval of the issuance of bonds prior to the issuance thereof; and

WHEREAS, the Town previously approved Resolution No. 0621202202 on June 21, 2022 (the “Original Resolution”); and

WHEREAS, the Town and the District desire to amend and restate the Original Resolution to correct the authorized amounts contained in the Original Resolution; and

WHEREAS, the District desires to proceed with the issuance of Highway 380 Municipal Management District No. 1, Unlimited Tax Road Bonds, Series 2022, in an amount not to exceed $15,000,000, and Unlimited Tax Utility Bonds, Series 2022, in an amount not to exceed $9,000,000 (collectively, the "Bonds"); and

WHEREAS, the District desires that the Town consent to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the City Council of the Town hereby specifically gives its written consent to the issuance of the Bonds.

SECTION 3. That this Resolution supersedes and replaces Resolution No. 0621202202.

PASSED AND APPROVED by the City Council of the Town of Little Elm, Texas on this _____ day of _____, 2022.

_____
Curtis J. Cornelious, Mayor
Town of Little Elm, Texas

ATTEST:

_____
Caitlan Biggs, Town Secretary
Town of Little Elm, Texas

(SEAL)

Date:	07/19/2022
Agenda Item #:	4. F.
Department:	Community Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Chad Hyde, Director of Community Services

AGENDA ITEM:

Consider Action to Approve the **Purchase and Installation of Two Clear Comfort CCW500SP Systems at The Cove at the Lakefront® in an Amount not to Exceed $77,940.80.**

DESCRIPTION:

Clear Comfort is a Hydroxyl-Based Advanced Oxidation (AOP) pool treatment system. Installation of a Clear Comfort System at The Cove will help us destroy chlorine-resistant contaminants and combined chlorine. This will also allow us to reduce our overall chemical and fresh water usage.

Overall, a Clear Comfort system will allow us to more efficiently utilize chemicals and fresh water, while also delivering a safer, more comfortable pool experience for guests.

An AOP pool treatment system reduces combined chlorine. Combined chlorine is chlorine that's already been used for sanitization and leads to the recognizable chlorine smell. As a result, The Clear Comfort System reduces chlorine usage by 30-50%, saving significant chemical costs. This is important as chlorine prices have increased by about 40% this fiscal year and are projected to continue to increase next year. In addition, an AOP treatment system acts as supplemental disinfection that is proven to kill dangerous bugs like cryptosporidium.

The Clear Comfort System would also deliver on two areas important to the customer experience:

1. Safety - An additional disinfection system that destroys combined chlorine, allowing free chlorine to sanitize more effectively.
2. Comfort - By reducing combined chlorine, we reduce the unpleasant smell associated with combined chlorine. Also, by reducing our overall chemical usage, we make the water more comfortable and less irritating for guests with sensitive skin.

If this request is not approved, there are two alternative ways to treat a pool for combined chlorine: first, "shocking" the pool with excess chlorine, which is expensive and results in an increase in other chemical usages to balance pH. Alternatively, we can drain a portion of the pool and replace with fresh water, which increases our water usage and still increases our chemical usage as we balance the fresh water to meet pool code standards.

BUDGET IMPACT:

This expense will be funded out of the Replacement Fund reserves and bought off of a BuyBoard contract.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Sunbelt Quote

Sales Quote

SQ01098

10555 Plano Rd. Dallas, TX 75238
214-343-1133

Town of Little Elm
100 W Eldorado Pkwy
Little Elm , TX 75068

Ship-to Address
Town of Little Elm
The Cove at the Lakefront
Little Elm , TX 75068

Document Date	Valid to	Salesperson	Payment Terms
June 21, 2022	July 21, 2022	Rob Morgan	Net 30 days

BUYBoard Quote Contract 613-20 Swimming Pool Chemicals, Supplies and Equipment, Category 2 Chemical Feed systems

Provide and install two Clear Comfort CCW500SP systems at The Cove at Lakefront Waterpark

No.	Description	Quantity	Unit Price	Discount	Line Amount
1026	Clear Comfort CCW500 Systems installed	2	48,713.00	-20%	77,940.80
	Order includes cartridges for 12 months				
	Order by June 30th includes cartidges at 1/2 price for 2nd year				
				Subtotal	77,940.80
				Total Tax	0.00
				Total $	**77,940.80**

Date:	07/19/2022
Agenda Item #:	4. G.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve the **Final Acceptance of the Town Building Expansion Project Phase 2 (Project 2020-01).**

DESCRIPTION:

In August 2020, after completing a request for qualifications (RFQ) process, AUI Partners was awarded a Construction Manager at Risk (CMAR) contract to complete the expansion of various town buildings. The project was split into two phases, with the first phase including the recently-completed build-out of existing spaces within the Recreation Center and the Public Safety Building.

Phase 2 of the project involved the renovation and expansion of the Town Hall building. Specific elements of the project include the reconfiguration of the second-floor reception areas and office space within the Development Services and Finance departments, as well as the expansion of the Town Council conference room. Other improvements include upgraded audio/visual equipment in the conference room, controlled-access doors, and additional conference space on the second floor. Several change orders were approved for upgrades to the Council Chambers, additional flooring, and other functional upgrades to the building.

The work at each building has been completed, and the contractor is preparing to submit the required closeout documentation.

BUDGET IMPACT:

Funding for the project was allocated in the FY 2021-2022 budget:

$	781,469.00	Original Contract Amount
$	110,453.60	Change Orders
$	**891,922.60**	**Final Phase 2 Contract Amount**
$	44,596.13	Retainage Due (5%

RECOMMENDED ACTION:

Staff recommends approval of the final contract price and acceptance of the Town Building Expansion Project Phase 2, and authorizing the release of $44,596.13 in retainage funds when all final closeout documents are received.

Attachments

Final Retainage Pay Application

TOWN OF LITTLE ELM PAYMENT APPLICATION

PROJECT:	Town Hall Expansion and 2nd Floor Renovation GMP	Pay App # 15
CONTRACTOR:	AUI Partners, LLC	
ENGINEER:		
PAYMENT PERIOD: From	June 1, 2022 to June 30, 2022	PO SDV-20-00599

Original Contract Amount			$	781,469.00
Approved Change Orders			$	110,453.60
Current Contract Amount with Change Orders			$	891,922.60
A. Total Value of Work this Estimate - Exhibit A: Column H		$ 0.00		
B Total Materials on Hand this Estimate - Exhibit A: Column I		0.00		
C Total A + B (Retainage Calculated)		0.00		
D. Amount Retained this Period	(C x 5%)	$ -44,596.15		
F BALANCE DUE THIS STATEMENT	**(C - D)**		$	44,596.15
G PREVIOUS PAYMENTS			$	847,326.45
H PERCENTAGE OF CONTRACT PAID TO DATE				95.00%

The undersigned Owners Representative for the Contractor listed above certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Christie L. Stehling — Signature

Christie L. Stehling, Project Manager — Printed Name & Title

July 7, 2022 — Date

Subscribed and sworn to before me this 7th day of July, 2022

Notary Public: Deanna R. Royer

Commission Expires 1/29/2025

DEANNA RAE ROYER
My Notary ID # 129285511
Expires January 29, 2025

Recommended for Payment by:

Engineer of Record — Date

Approved for Payment by:

Inspector — Date

Department Representative — Date

Wesley Brandon, P.E., Town Engineer — Date

Fred Gibbs, Director of Development Services — Date

SUBMIT BY THE 10TH OF EACH MONTH WITH EXHIBITS

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

Town Hall Expansion and 2nd Floor Renovation GMP — Bid #/Project Name

AUI Partners, LLC — CONTRACTOR

Pay App #: **15**

BASE BID													
A	B	C	D	E	F		G	H	I	J	K	L	
ITEM	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	CONTRACT AMOUNT	Pay App 1	Quantity This Estimate	Total Value of Work Completed this Period	Materials on Hand	Total Value of Work from Previous Applications	Total Value of Work Completed & Stored to Date	% of Work Completed	
BASE BID													
1	Addition-Demolition				10,025.00	0.00	0.00	0.00	0.00	10,025.00	10025.00	100.00%	
2	Addition-Termite Protection				700.00	0.00	0.00	0.00	0.00	700.00	700.00	100.00%	
3	Addition-Earthwork				40,440.00	0.00	0.00	0.00	0.00	40,440.00	40440.00	100.00%	
4	Addition-Clean-Up/ Restore Site				7,500.00	0.00	0.00	0.00	0.00	7,500.00	7500.00	100.00%	
5	Addition-Concrete				68,033.00	0.00	0.00	0.00	0.00	68,033.00	68033.00	100.00%	
6	Addition-Masonry				35,800.00	0.00	0.00	0.00	0.00	35,800.00	35800.00	100.00%	
7	Addition-Structural Steel				37,736.00	0.00	0.00	0.00	0.00	37,736.00	37736.00	100.00%	
8	Addition-Millwork				22,803.00	0.00	0.00	0.00	0.00	22,803.00	22803.00	100.00%	
9	Addition-Roofing				15,098.00	0.00	0.00	0.00	0.00	15,098.00	15098.00	100.00%	
10	Addition-Joint Sealants/Waterproofing				8,461.00	0.00	0.00	0.00	0.00	8,461.00	8461.00	100.00%	
11	Addition-Doors & Frames				7,125.00	0.00	0.00	0.00	0.00	7,125.00	7125.00	100.00%	
12	Addition-Storefront/Windows				21,144.00	0.00	0.00	0.00	0.00	21,144.00	21144.00	100.00%	
13	Addition-Drywall				36,920.00	0.00	0.00	0.00	0.00	36,920.00	36920.00	100.00%	
14	Addition-Paint				6,495.00	0.00	0.00	0.00	0.00	6,495.00	6495.00	100.00%	
15	Addition-Flooring				5,510.00	0.00	0.00	0.00	0.00	5,510.00	5510.00	100.00%	
16	Addition-Misc. Specialties				1,500.00	0.00	0.00	0.00	0.00	1,500.00	1500.00	100.00%	
17	Addition-Fire Protection-Allowance				7,500.00	0.00	0.00	0.00	0.00	7,500.00	7500.00	100.00%	
18	Addition-Mechanical				22,276.00	0.00	0.00	0.00	0.00	22,276.00	22276.00	100.00%	
19	Addition-Plumbing				9,820.00	0.00	0.00	0.00	0.00	9,820.00	9820.00	100.00%	
20	Addition-Electrical				27,995.00	0.00	0.00	0.00	0.00	27,995.00	27995.00	100.00%	
21	Addition-Fire Alarm-Allowance				5,000.00	0.00	0.00	0.00	0.00	5,000.00	5000.00	100.00%	
22	Remodel-Demolition				13,975.00	0.00	0.00	0.00	0.00	13,975.00	13975.00	100.00%	
23	Remodel-Millwork				33,895.00	0.00	0.00	0.00	0.00	33,895.00	33895.00	100.00%	
24	Remodel-Door Frames				4,500.00	0.00	0.00	0.00	0.00	4,500.00	4500.00	100.00%	
25	Remodel-Transaction Windows				7,500.00	0.00	0.00	0.00	0.00	7,500.00	7500.00	100.00%	
26	Remodel-Glass/Storefront				15,000.00	0.00	0.00	0.00	0.00	15,000.00	15000.00	100.00%	
27	Remodel-Drywall				66,200.00	0.00	0.00	0.00	0.00	66,200.00	66200.00	100.00%	
28	Remodel-Painting				11,205.00	0.00	0.00	0.00	0.00	11,205.00	11205.00	100.00%	
29	Remodel-Flooring				22,899.00	0.00	0.00	0.00	0.00	22,899.00	22899.00	100.00%	
30	Remodel-Fire Sprinkler				9,850.00	0.00	0.00	0.00	0.00	9,850.00	9850.00	100.00%	
31	Remodel-HVAC				9,905.00	0.00	0.00	0.00	0.00	9,905.00	9905.00	100.00%	
32	Remodel-Electrical/Fire Alarm				28,400.00	0.00	0.00	0.00	0.00	28,400.00	28400.00	100.00%	
33	Contingency ($30,000 less PCOs 2,3,5,6,7,8,9,10,11,13,14R1,15,16,17,18, 19, 20, 21, 22, plus $15,000 from AV allowance change in PCO 12)				-45,733.33	0.00	0.00	0.00	0.00	(45,733.33)	-45733.33	100.00%	
34	AV/Security Allowance				0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
35	General Conditions				61,300.00	0.00	0.00	0.00	0.00	61,300.00	61300.00	100.00%	
36	Insurance (1%)				6,825.00	0.00	0.00	0.00	0.00	6,825.00	6825.00	100.00%	
37	Fee/OH (5%)				34,467.00	0.00	0.00	0.00	0.00	34,467.00	34467.00	100.00%	
38	Bond (1.75%)				12,667.00	0.00	0.00	0.00	0.00	12,667.00	12667.00	100.00%	
39	PCO 2 - ASI 2 Painting Revisions				17,849.79	0.00	0.00	0.00	0.00	17,849.79	17849.79	100.00%	
40	PCO 3 - ASI Revisions				14,589.95	0.00	0.00	0.00	0.00	14,589.95	14589.95	100.00%	
41	PCO 5 Millwork Revisions, Garbage Disposal, Additional Concrete				8,675.85	0.00	0.00	0.00	0.00	8,675.85	8675.85	100.00%	
42	PCO 6 - ASI 15 - Roofing Expansion Joint				2,448.38	0.00	0.00	0.00	0.00	2,448.38	2448.38	100.00%	
43	PCO 7 - Flooring at First Floor Lobby				13,891.88	0.00	0.00	0.00	0.00	13,891.88	13891.88	100.00%	
44	PCO 8 - Temp Labor				2,147.52	0.00	0.00	0.00	0.00	2,147.52	2147.52	100.00%	
45	PCO 9 - LED Light Fixtures - VOID				0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
46	PCO 10 - RFI 4 - Increased Parapet Height				556.79	0.00	0.00	0.00	0.00	556.79	556.79	100.00%	
47	PCO 11 - Energy Compliance Inspection				161.86	0.00	0.00	0.00	0.00	161.86	161.86	100.00%	
48	PCO 13 - Additional Work Added Through punch List Comments				4,373.43	0.00	0.00	0.00	0.00	4,373.43	4373.43	100.00%	
49	PCO 14R1 - ASI 16 Less Dias Upgrades				7,601.97	0.00	0.00	0.00	0.00	7,601.97	7601.97	100.00%	
50	PCO 15 - Door Hardware				3,889.88	0.00	0.00	0.00	0.00	3,889.88	3889.88	100.00%	
51	PCO 16 - Replace Ballasts and Bulbs				1,266.81	0.00	0.00	0.00	0.00	1,266.81	1266.81	100.00%	
52	PCO 17 - Re-Rout Conference Room Floor Box				929.07	0.00	0.00	0.00	0.00	929.07	929.07	100.00%	
53	PCO 18 - Ceiling Tile at Conference Room				3,884.61	0.00	0.00	0.00	0.00	3,884.61	3884.61	100.00%	
54	PCO 19 - 1st Floor Paint Changes				1,456.73	0.00	0.00	0.00	0.00	1,456.73	1456.73	100.00%	
55	PCO 20 - Electrical Work Provided on T&M				3,347.24	0.00	0.00	0.00	0.00	3,347.24	3347.24	100.00%	
56	PCO 21 - Miscellaneous Painting Requested on Site				3,162.72	0.00	0.00	0.00	0.00	3,162.72	3162.72	100.00%	

PAYMENT REQUEST - EXHIBIT A: PAYMENT DETAILS

Town Hall Expansion and 2nd Floor Renovation GMP — Bid #/Project Name

AUI Partners, LLC — CONTRACTOR

Pay App #: **15**

A	B	C	D	E	F		G	H	I	J	K	L
BASE BID												
57	PCO 22 - Roller Shades for Two Windows at Room 126				498.85	0.00	0.00	0.00	0.00	498.85	498.85	100.00%
	Total Base Bid				**$781,469.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$781,469.00**	**$781,469.00**	100.00%
Change Orders												
1	PCO 1R1 - ASI 3 Flooring Revisions			0.00	44,831.50		0.00	0.00	0.00	44,831.50	44831.50	100.00%
4	PCO 4 - ASI 9 - Council Chambers			0.00	19,888.77		0.00	0.00	0.00	19,888.77	19888.77	100.00%
24	PCO 24 - Contract Change for Cost of Approved PCOs			0.00	45,733.33		0.00	0.00	0.00	45,733.33	45733.33	100.00%
	Total Change Orders				**110,453.60**	**$0.00**	**0.00**	**$0.00**	**$0.00**	**$110,453.60**	**$110,453.60**	**100.00%**

Construction Time Summary

Pay App # **15**

PROJECT:	Town Hall Expansion and 2nd Floor Renovation GMP		
CONTRACTOR:	AUI	NTP:	Permit Issued 5/18/21
ENGINEER:			

		Enter "1" for each date			
Month	**Date**	**Working Day**	**Lost Time**	**Non Working Time**	**Reason for Time lost**
May	1				
May	2				
May	3				
May	4		1		weekend
May	5		1		weekend
May	6				
May	7				
May	8				
May	9				
May	10				
May	11		1		weekend
May	12		1		weekend
May	13				
May	14				
May	15				
May	16				
May	17				
May	18		1		weekend
May	19		1		weekend
May	20				
May	21				
May	22				
May	23				
May	24				
May	25		1		weekend
May	26		1		weekend
May	27				
May	28				
May	29				
May	30				
May	31				
Total		0	8	0	

13600 Heritage Parkway, Suite 150
Fort Worth, Texas 76177
P 817.926.4377
F 817.926.4387

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT NAME: LITTLE ELM OFFICE RENOVATIONS

APPLICATION FOR PAYMENT: 211224-015

PERIOD END DATE: 6/30/2022

JOB NO: 211224

On receipt by the signer of this document of a check from the TOWN OF LITTLE ELM in the sum of FORTY-FOUR THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS AND FIFTEEN CENTS ($44,596.15) payable to AUI PARTNERS, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TOWN OF LITTLE ELM located at 100 W ELDORADO PKWY, LITTLE ELM, TX to the following extent: OFFICE RENOVATIONS.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to the TOWN OF LITTLE ELM as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished as briefly described below.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

July 7, 2022

AUI PARTNERS, LLC.

By: _____

President

Attachment: Progress Billing thru Conditional Waiver Period End Date

Date:	07/19/2022
Agenda Item #:	4. H.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Consider Action to Approve **Planning & Zoning Commissioner Appointments.**

DESCRIPTION:

The Planning and Zoning Commission Appointment Committee recommends the following appointments:

Planning & Zoning Commission and Board of Adjustments alternate to be placed as P&Z member:
Jack Skinner - P&Z Place #2 (term expires 2/28/2025)

Planning & Zoning Commission and Board of Adjustments alternates new appointments as follows:
Debra Cadet - P&Z/BOA Alternate Place 8 (term expires 2/28/2025)

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The P&Z Interview Committee recommends approval.

Date:	07/19/2022
Agenda Item #:	4. I.
Department:	Administrative Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Caitlan Biggs, Director of Administrative Services/Town Secretary

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AGENDA ITEM:

Consider Action to Approve **Authorizing Kate Graham to Perform the Duties of Town Secretary in the Absence of the Town Secretary.**

DESCRIPTION:

In 2021, Kate Graham was appointed Acting Town Secretary while Caitlan Biggs was out on maternity leave. This appointment expired at the end of this leave.

This item would authorize Kate Graham to perform the duties of the Town Secretary in the absence of the Town Secretary.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Date:	07/19/2022
Agenda Item #:	4. J.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve a **Settlement Agreement with Frisco West and the Town of Little Elm in an Amount not to Exceed $106,095.39.**

DESCRIPTION:

Town Staff and Frisco West Staff have been working to develop agreements to resolve an oversight in the payment of services for the Town's utilization of the Frisco Hills Lift Station. This agreement will serve as the settlement for all cost of maintenance and operation that were paid by Frisco West for the Town's utilization of the lift station from October 2015 thru December 2021. Invoices for O&M were reviewed jointly and confirmed by Doug Peach and Kelly Wilson. Then we utilized an average of the percentage over the period of time and that was applied to the total cost. The Town's cost for this period of O&M cost totals $106,095.39 and will be expended from the Utility Fund.

Earlier this year the Town Council entered an Interlocal Agreement with Frisco West that will account for the Town's cost share of the Frisco Hill lift station moving forward.

BUDGET IMPACT:

The Town's cost for this period of O&M cost totals $106,095.39 and will be expended from the Utility Fund.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT FOR COSTS PAID BY THE DISTRICT FOR MAINTENANCE AND OPERATION EXPENSES OF THE FRISCO HILLS LIFT STATION

This SETTLEMENT AGREEMENT FOR COSTS PAID BY THE DISTRICT FOR MAINTENANCE AND OPERATION EXPENSES OF THE FRISCO HILLS LIFT STATION (this "Agreement") is executed among Frisco West Water Control and Improvement District of Denton County, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 49, 51 and 53 of the Texas Water Code, acting by and through its governing body (the "District"), and the Town of Little Elm, Texas, a municipal subdivision and home rule city of the State of Texas, acting by and though its Town Council (the "Town") to be effective _____ (the "Effective Date") The District and the Town are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Town currently operates a wastewater treatment plant (the "Existing WWTP") under TPDES Permit No. WQ0011845002 (the "Discharge Permit") that has a current capacity of 3.0 million gallons per day ("MGD"); and

WHEREAS, the District entered into a wholesale wastewater collection agreement with the Town in order for the Town to provide wastewater treatment capacity for all of the land located within the boundaries of the District; and

WHEREAS, the wastewater for the District is collected by a gravity collection system leading to various lift stations which then pump the wastewater via force mains to the Town's collection system and ultimately to the Town's treatment plant; and

WHEREAS, the District constructed a lift station (the "Frisco Hills Lift Station") with capacity to provide wastewater service for the District's Frisco Hills development, the District's Frisco Ranch development, and out-of-District future development ("Valencia"); and

WHEREAS, the District erroneously paid for all of the maintenance and operation charges related to the Frisco Hills Lift Station, including the portion of which was attributable to the Town's pro rata usage amount; and

WHEREAS, the Parties desire to settle all claims related to the previous payments made by the District for the maintenance and operation expenses for the Frisco Hills Lift Station and for compensation to the District for the costs and expenses related to the maintenance and operation expenses of the Frisco Hills Lift Station; and

WHEREAS, the Parties have determined and hereby represent that they are authorized and empowered to make, execute and deliver this Agreement; that the terms, conditions and provisions

of this Agreement are mutually agreeable, fair and advantageous to the Parties; and that they desire to enter into this Agreement for the purpose of reimbursing the District for the Town's portion of the costs related to the maintenance and operation of the Frisco Hills Lift Station.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties (collectively or individually as noted below) agree as follows:

ARTICLE I
COMPROMISE AND SETTLEMENT PROVISIONS

Section 1.1 Payment by Town. The Parties agree that the Town's share of expenses for the maintenance and operation of the Frisco Hills Lift Station will be calculated at 22.47% of the total amount. Representatives from the District have met with representatives from the Town and the Parties mutually agree on a credit amount of $106,095.39 (the "Payment") as the amount owed to the District by the Town for the maintenance and operation expenses incurred by the District for the maintenance and operation of the Frisco Hills Lift Station prior to January 1, 2022. The chart below provides the analysis used by the Parties in order to determine the Payment owed.

	Period	Total	Rate 0.2247
Detailed Invoices	10/2015-12/2021	$381,905.64	381,905.64*.2247=85,814.20
Average Monthly Maintenance	7/2018-12/2021	$2,054.31	=2054.31*44*.2247=20,281.19
			$106,095.39

Section 1.2 Full Release, Compromise and Settlement. Upon the District's receipt of the Payment and for and in consideration of the recitals and the covenants and undertakings contained in this Agreement, it is agreed by the Town and District that all disputes concerning the prior costs paid by the District related to maintenance and operation of the Frisco Hills Lift Station are settled.

Section 1.3 Representations. The Parties each represent and warrant to another that:

a. Each Party hereby agrees to fully and completely indemnify, save and forever hold harmless each other Party of and from any costs, judgment or further payment or expense of any kind or character whatsoever arising from or related to any claims related to any or all matters released by this Agreement;

b. The Parties warrant that no claims, demands, damages, actions, causes of actions or suits in equity hereby released have been assigned to any third party and that this Agreement is executed without reliance on any statement or representation made by any third party which is no contained herein;

c. The person executing this Agreement on behalf of such Party has been duly authorized to execute this Agreement;

d. Prior to the execution of this Agreement, each Party has fully informed itself as to the terms, contents, provisions, and effects of this Agreement, and as to all facts and conditions necessary to the decision to execute this Agreement;

e. Prior to the execution of this Agreement, each Party has had the benefit of the advice of an attorney or attorneys chosen and employed by that Party concerning this Agreement;

f. No promise or representation of any kind has been made by either Party or its representative to the other Party or its representative except as expressly set forth in this Agreement;

g. No Party is relying on any oral understandings, oral representations, or oral agreements of any kind, or on any other matter not expressly stated in this Agreement and the exhibits to this Agreement, and that any such reliance by any Party would be unintended, unreasonable, and unjustifiable; and

h. This Agreement constitutes a valid, binding, and enforceable obligation of that Party.

i. Each Party to this Agreement warrants and represents that is has read the above and foregoing Agreement, and every word of it, and each Party to this Revised Agreement understands that it is a full, final and complete settlement and release of all claims held, owned or possessed in any capacity.

ARTICLE II
MISCELLANEOUS

Section 2.1 Amendments. This Agreement may be changed, amended, or modified only by written instrument executed by both Parties.

Section 2.2 Default. In the event any Party (the "Non-Defaulting Party") reasonably believes that another Party (the "Defaulting Party") is in violation or default of any of the terms of this Agreement, the Non-Defaulting Party shall provide written notice of such default to the

Defaulting Party with notice of the specific terms and conditions of the violation or default and the requirements to remedy such violation (each, a "Notice of Default").

Upon receipt of a Notice of Default, the Defaulting Party shall have thirty (30) days from the date of receipt of such Notice of Default to remedy the alleged violation by taking appropriate actions. Such notice or cure period shall not be justification for the Defaulting Party to cease any of the obligations that might not be the subject of the Notice of Default. In the event the Defaulting Party fails to reasonably cure an alleged violation of this Agreement within the cure period set out above, the violation or default shall be deemed a "Default" hereunder. Notwithstanding the foregoing, if the Defaulting Party has commenced curing any alleged violation or default within said thirty (30) day period and is diligently prosecuting the same, then the cure period will be extended for an amount of time reasonably necessary to cure such violation or default, subject to extension for Force Majeure. If any violation or default remains uncured after the thirty (30) day remedy period, as same may be extended as provided above, the Non-Defaulting Party may exercise the right to self-help set forth below.

Section 2.3 Notice. Any notice, request, demand, instruction or other communication required or permitted to be given to the Town or the District under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the District: Frisco West WCIDDC
1230 Brendan Drive
Little Elm, TX 75068
Attn: Alison Nugent , General Manager
Email: anugent@friscowest.org

With Copy to: Winstead PC
2728 N. Harwood St, Suite 500
Dallas, TX 75201
Attn: Ross Martin
Email: rmartin@winstead.com

To the Town: Town of Little Elm
100 West Eldorado Pkwy
Little Elm, TX 75068
Attn: Doug Peach
Email: dpeach@littleelm.org

With Copy to: Brown & Hofmeister, L.L.P
740 East Campbell Road, Suite 800

Richardson, Texas 75081
Attn: Robert Brown
Email: rbrown@bhlaw.net

Section 2.4 Further Acts; Cooperation. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

Section 2.5 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 2.6 Remedies. The Parties shall have all rights and remedies at law or in equity under this Agreement for a breach or default under this Agreement.

Section 2.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the Parties hereto.

Section 2.8 Attorneys' Fees. In the event any Party to this Agreement should bring suit against another Party in respect of any matters provided for herein, the prevailing Party shall be entitled to recover from such other Party(ies) its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

Section 2.9 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

Section 2.10 Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas.

Section 2.11 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Section 2.12 Force Majeure. If any Party is unable to perform an obligation under this Agreement (other than monetary obligations) by reason of Force Majeure, then the obligation of such Party, as appropriate, shall be extended or postponed for the period of the actual delay caused by such Force Majeure. The phrase "Force Majeure" shall mean the inability to perform a duty or an obligation due to causes or occurrences which are outside of the control of the Party whose

obligation is postponed and could not be avoided by the exercise of due care on the part of such Party, such as acts of God, pandemics, fires, floods, labor disputes or strikes.

Section 2.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

Section 2.14 Effective Date. The Effective Date of this Agreement shall be the date signed by the last Party whose signature makes this Agreement fully executed.

[SIGNATURE PAGES FOLLOW]

Executed by the District and the Town to be effective on the Effective Date

ATTEST:

_____
Name: Caitlan Biggs
Title: Town Secretary

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: Curtis J. Cornelius
Title: Mayor

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Curtis J. Cornelius, Mayor of the Town of Little Elm, on behalf of said Town and as the act and deed of the Town.

_____
Notary Public, State of Texas

(SEAL)

ATTEST:

FRISCO WEST WCIDDC

_____
Name: Billy Logsdon
Title: District Secretary

By: _____
Name: Jenifer Robison
Title: President

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Jenifer Robison, President of Frisco West WCIDDC, on behalf of said District and as the act and deed of the District.

_____
Notary Public, State of Texas

(SEAL)

Date:	07/19/2022
Agenda Item #:	4. K.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Consider Action to Approve **Resolution No. 0719202203 regarding a Green Ribbon Program Project Advance Funding Agreement between the Town of Little Elm and the State of Texas regarding Landscaping Improvements along FM 423.**

DESCRIPTION:

The Town of Little Elm was awarded funding through the Texas Department of Transportation (TxDOT) Green Ribbon Program which provides funding and other assistance to install beautification improvements along state highways.

The overall project limits extend along FM 423, beginning near Sunland Park Drive and ending at the northern Town limits near Logan Springs Drive. Phase 1 included the landscaping improvements within the medians and is nearing completion. Phase 2 of the project includes the installation of landscape plantings, irrigation, and other incidental improvements within the parkways along the roadway.

TxDOT is requesting an Advance Funding Agreement (AFA) with the Town that describes the commitments of TxDOT to reimburse the Town for the costs to install the landscaping improvements. It also includes the obligation of the Town to assume maintenance and operation responsibilities after the contract warranty period. The Town is also responsible for the design, procurement, and contract administration of the project.

BUDGET IMPACT:

There is no immediate budget impact for this item other than allocating funds to cover the construction costs until reimbursement funds are received from TxDOT. However, funding for the continued operation and maintenance of the improvements will be needed in future budgets. The Town is also responsible for cost overruns that exceed the funding amount provided by the State. The proposed agreement is based on a total estimated cost of $507,241.54, with no participation requirement of the Town. If the total actual cost is anticipated to exceed this amount, approval of Town Council will be requested at that time.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution

Advanced Funding Agreement

Project Layout

RESOLUTION NO.
0719202203

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING A GREEN RIBBON PROGRAM PROJECT ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR CONSTRUCTION OF LANDSCAPING IMPROVEMENTS ALONG FM 423 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUCH AGREEMENT FOR THE TOWN

WHEREAS, Town staff has negotiated with the Texas Department of Transportation ("TxDOT") a Local Project Advance Funding Agreement ("LPAFA") between the Town and TxDOT to facilitate the funding of landscaping improvements along FM 423 between Sunland Park Drive and the northern Town Limits; and

WHEREAS, the proposed project will install landscape plantings and irrigation improvements along the roadway, promoting a safe and welcoming environment for residents and visitors within the Town of Little Elm; and

WHEREAS, Town Council wishes to approve the LPAFA, a copy of which is attached hereto in its substantial form as ***Exhibit 1***.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

Section 1. The above recitals set forth above are found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The governing body of the Town hereby approves the LPAFA, a copy of which is attached hereto in its substantial form as ***Exhibit 1***.

Section 3. The governing body of the Town finds that the terms of said LPAFA are in the best interests of Town and confirms that **Matt Mueller, Town Manager,** is authorized to execute the LPAFA on behalf of the Town

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this the 19th day of July, 2022.

APPROVED: **ATTEST:**

Curtis Cornelious, Mayor

Caitlan Biggs, Town Secretary

TxDOT:					Federal Highway Administration:	
CSJ #	1315-02-016				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003325		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830					
Project Name	FM 423 South of Pine Trail Drive				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Green Ribbon Program Project
Landscaping Improvements
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Town of Little Elm**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Green Ribbon Project was established to allocate funds for landscaping activities including the planting and establishment of trees and plants on the state highway system; and,

WHEREAS, Title 43, Texas Administrative Code, Chapter 11, Green Ribbon Projects, allows local governments, by the execution of written agreements, to provide money, property or services for the aesthetic improvements on the state highway system; and,

WHEREAS, Rider 15 of House Bill 1 of the 86th Legislature, expands the Green Ribbon Project, a public-private partnership initiative, to enhance the appearance of public highways by incorporating in the design and improvement of public highways the planting of trees and shrubs, emphasizing natural beauty and greenspace, integrating public art, and highlighting cultural uniqueness of neighborhoods, to other areas of the state.

TxDOT:					Federal Highway Administration:	
CSJ #	1315-02-016				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003325		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830					
Project Name	FM 423 South of Pine Trail Drive				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscaping development.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**N/A**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the construction of landscaping activities to include planting and irrigation along FM 423 South of Pine Trail Drive to North of City limits in the Town of Little Elm, as shown in Attachmment A, Location Map.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government

must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform

to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Town of Little Elm ATTN: City Manager 100 W. Eldorado Pkwy. Little Elm, Texas 75068	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and

for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

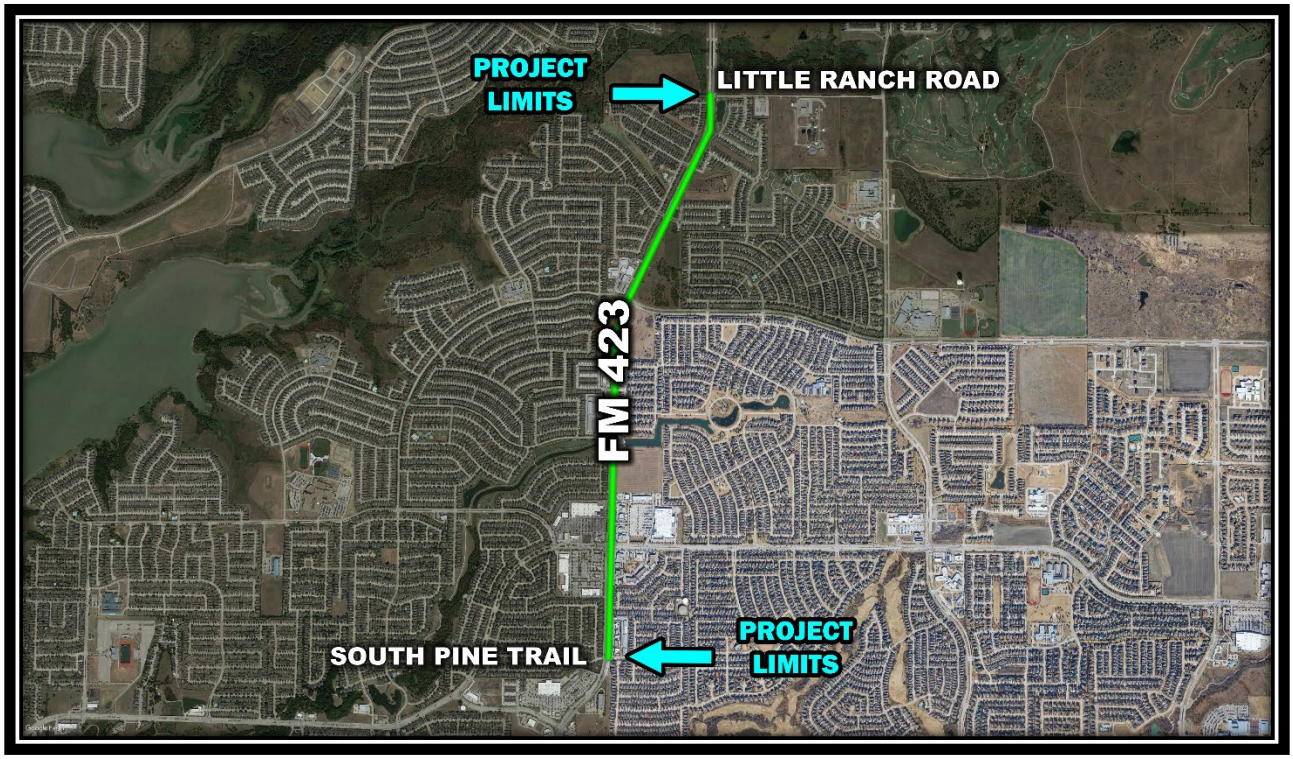
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Matt Mueller
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	1315-02-016				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003325		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830					
Project Name	FM 423 South of Pine Trail Drive				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CSJ #	1315-02-016				CFDA No.	20.205
District #	18/DAL	AFA ID	Z00003325		CFDA Title	Highway Planning and Construction
Code Chart 64 #	24830					
Project Name	FM 423 South of Pine Trail Drive				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Construction cost for the Green Ribbon Project will be based on 80% Federal funding and 20% State funding until the Federal and State funding reach the maximum obligated amount. Direct state costs for construction will be based on 100% State funding. The Local Government will then be 100% responsible project cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Construction (by Local)	$483,087.18	80%	$386,469.74	20%	$96,617.44	0%	$0
CNST Management (by Local)(5%)	$24,154.36	0%	$0	100%	$24,154.36	0%	$0
Subtotal	**$507,241.54**		**$386,469.74**		**$120,771.80**		**$0**
Direct State Cost – Env	$6,340.52	0%	$0	100%	$6,340.52	0%	$0
Direct State Cost – Eng.	$6,340.52	0%	$0	100%	$6,340.52	0%	$0
Direct State Cost – ROW	$6,340.52	0%	$0	100%	$6,340.52	0%	$0
Direct State Cost – UTL	$6,340.52	0%	$0	100%	$6,340.52	0%	$0
Direct State Cost – CNST	$25,362.08	0%	$0	100%	$25,362.08	0%	$0
Subtotal	**$50,724.16**		**$0**		**$50,724.16**		**$0**
Indirect State Cost – 4.77%	$24,195.42	0%	$0	100%	$24,195.42		$0
TOTAL	**$582,161.12**		**$386,469.74**		**$195,691.38**		**$0**

Initial Payment by the Local Government to the State: $0.00.

Payment by the Local Government to the State before construction: $0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Total Estimated Reimbursement by the State to the Local Government: **$507,241.54**

PLANTING NOTES

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2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
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4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
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LEGEND

EXISTING TREES TO REMAIN

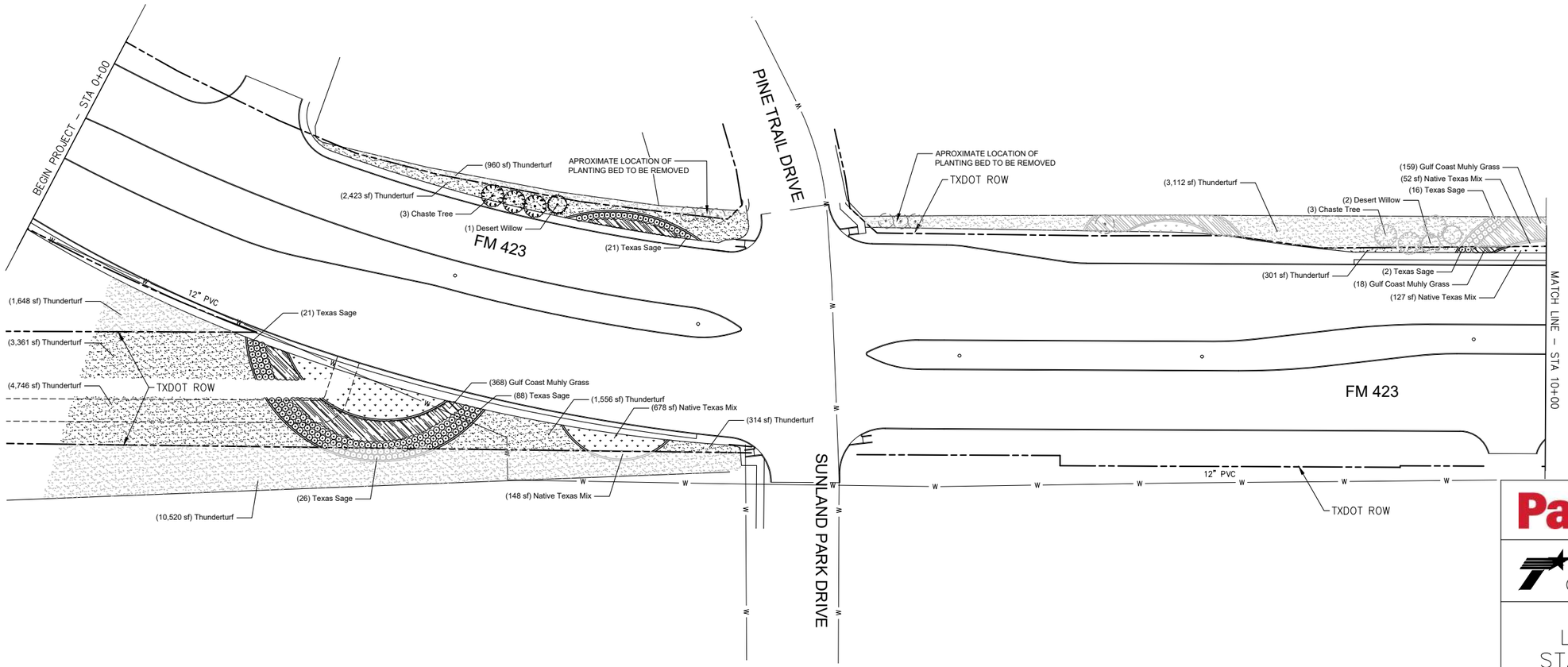
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

PLANT SCHEDULE INSIDE ROW A

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	132	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	541	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	12,701 SF	TURF SEED MIX THUNDERTURF
	2,439 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW A

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	42	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	349	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	17,536 SF	TURF SEED MIX THUNDERTURF
	468 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'A'
STA. 0+00 TO STA. 10+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	39
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

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LEGEND

EXISTING TREES TO REMAIN

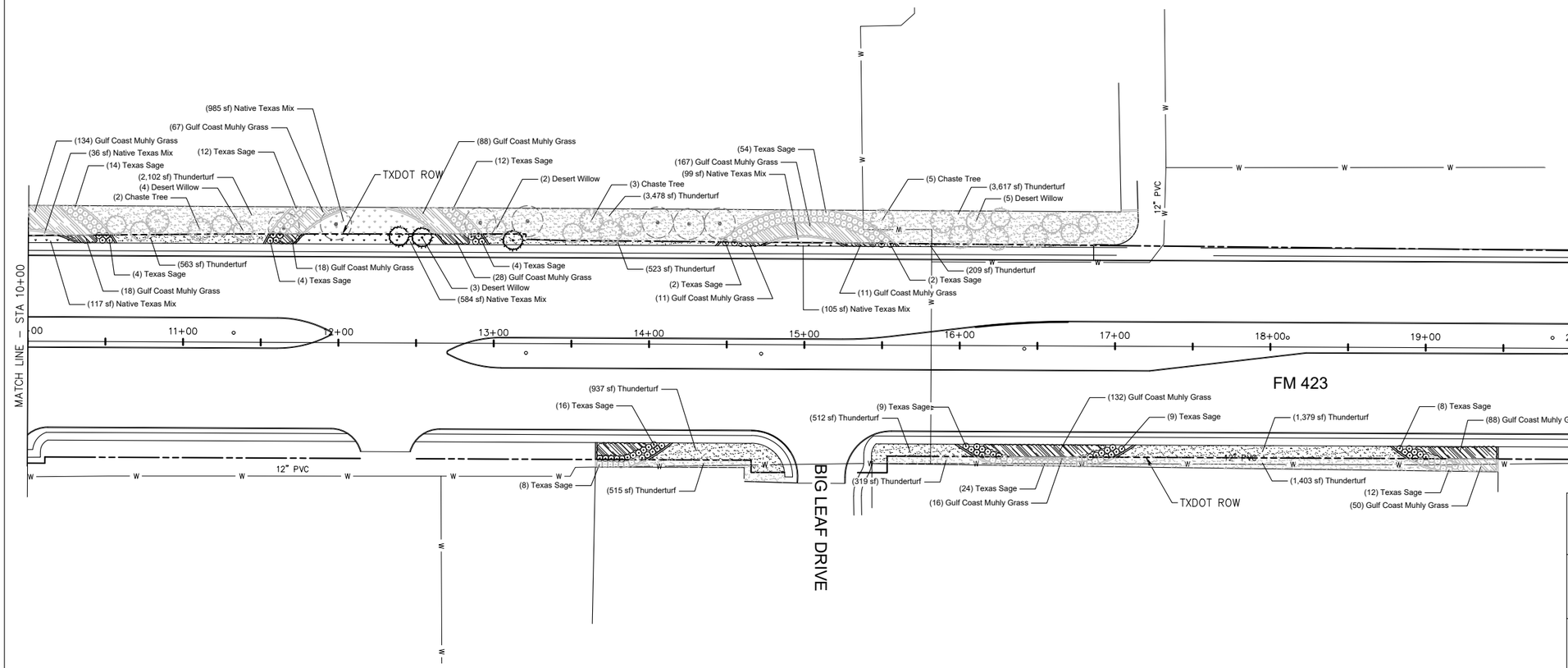
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PLANT SCHEDULE INSIDE ROW B

TREES	QTY	BOTANICAL / COMMON NAME
	3	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	58	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	361	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,123 SF	TURF SEED MIX THUNDERTURF
	806 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW B

TREES	QTY	BOTANICAL / COMMON NAME
	11	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	10	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	136	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	522	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	11,434 SF	TURF SEED MIX THUNDERTURF
	1,120 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'B'
STA. 10+00 TO STA. 20+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	40
CHECK CW	CONTROL 1315	SECTION 02	JOB 016	

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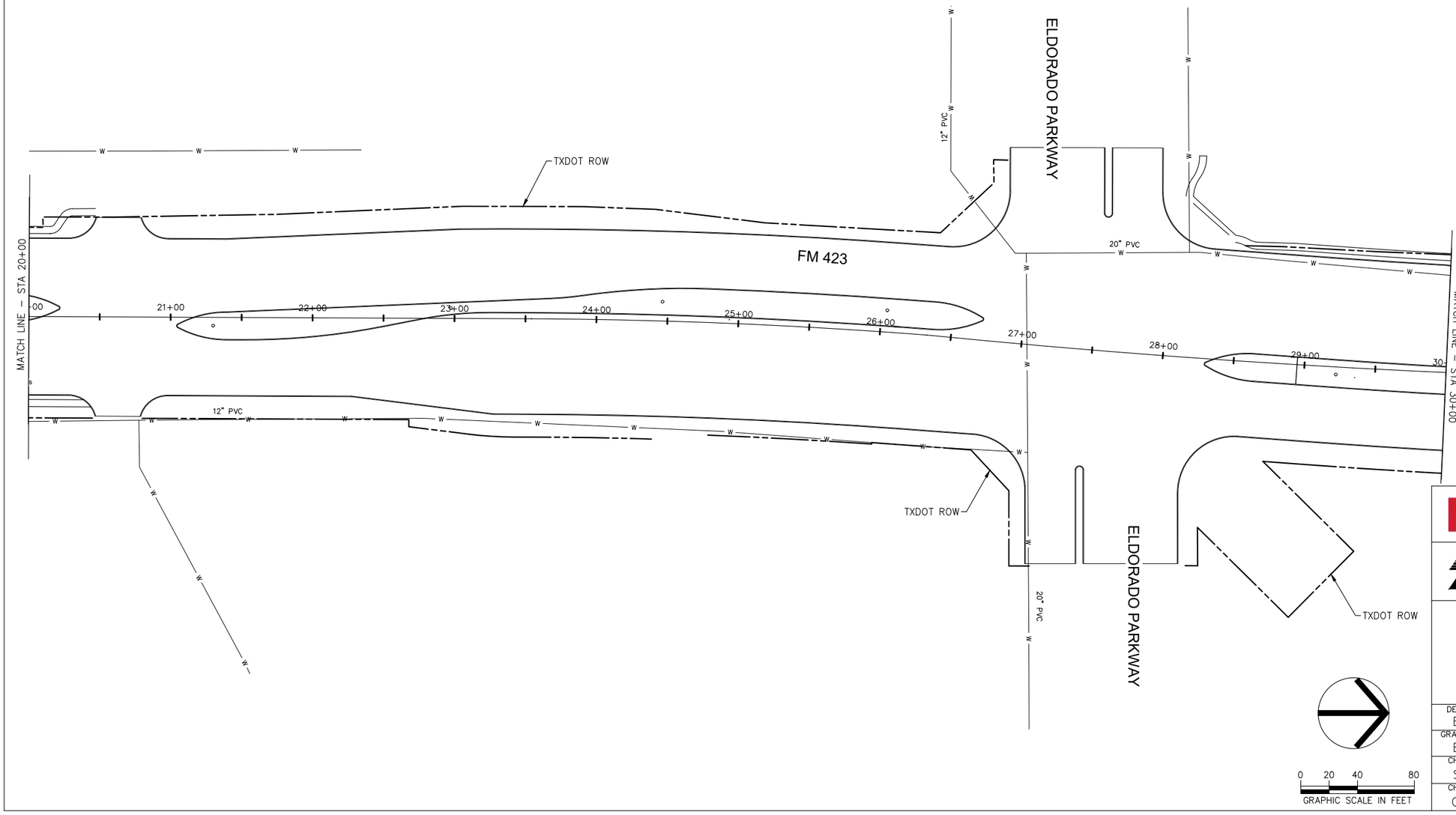
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NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

EXISTING TREES TO REMAIN

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LANDSCAPE LAYOUT 'C'
STA. 20+00 TO STA. 30+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	41
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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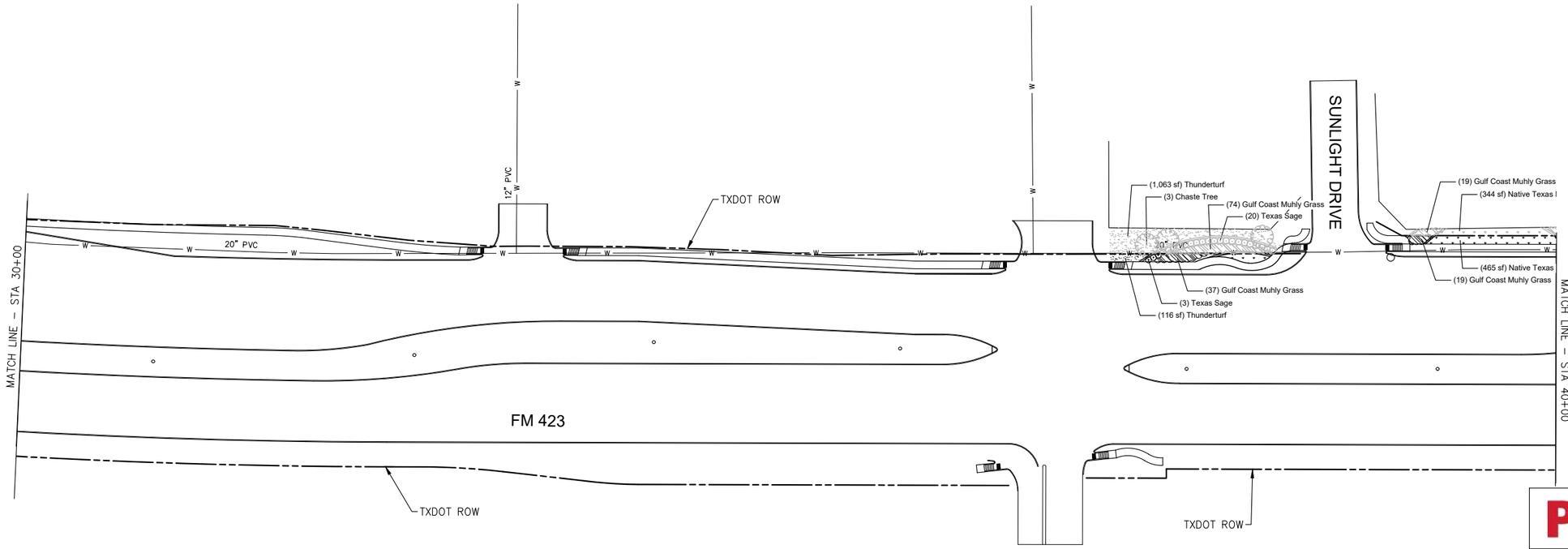
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PLANT SCHEDULE INSIDE ROW D

SHRUBS	QTY	BOTANICAL / COMMON NAME
	3	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	**QTY**	**BOTANICAL / COMMON NAME**
	56	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**
	116 SF	TURF SEED MIX THUNDERTURF
	138 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW D

TREES	QTY	BOTANICAL / COMMON NAME
	3	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**
	20	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	**QTY**	**BOTANICAL / COMMON NAME**
	93	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**
	1,063 SF	TURF SEED MIX THUNDERTURF
	344 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



0 20 40 80
GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'D'
STA. 30+00 TO STA. 40+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	42
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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LEGEND

EXISTING TREES TO REMAIN

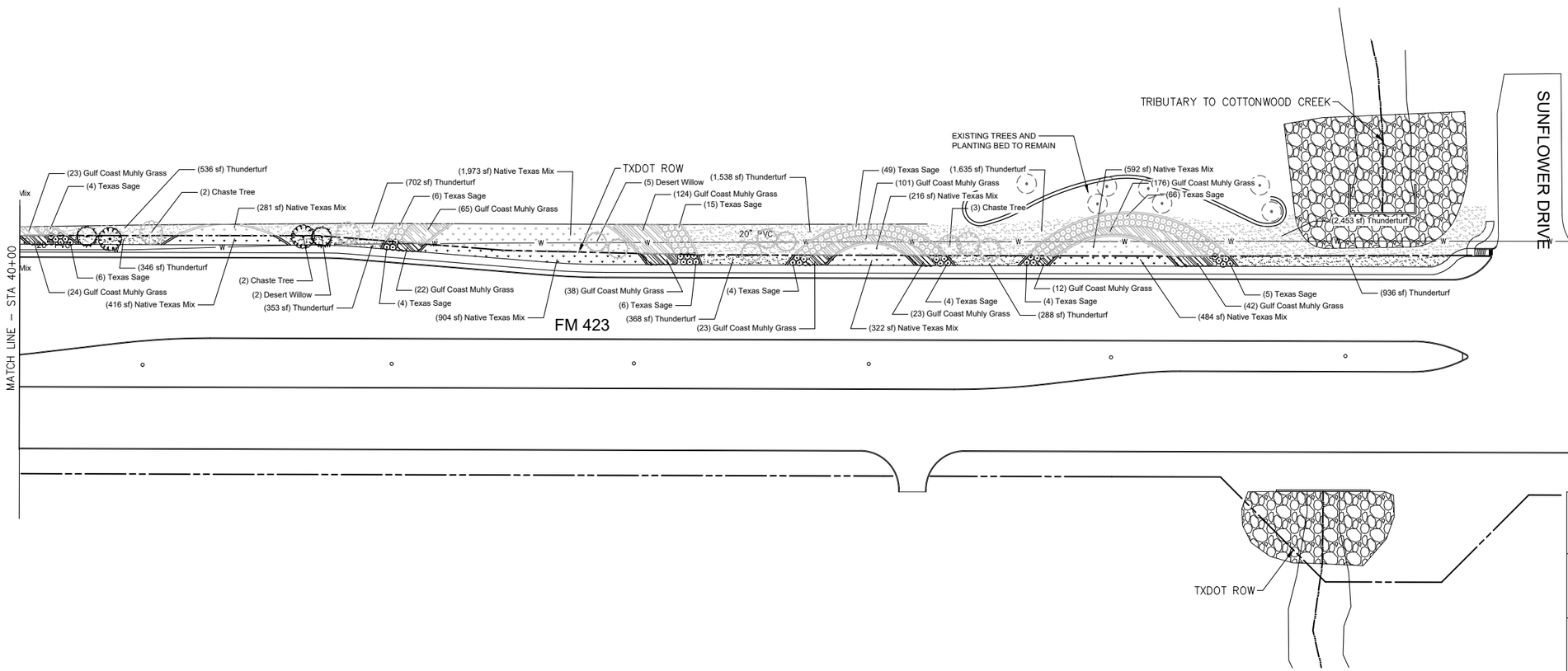
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

PLANT SCHEDULE INSIDE ROW E

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	2	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	33	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	184	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	2,291 SF	TURF SEED MIX THUNDERTURF
	2,126 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW E

TREES	QTY	BOTANICAL / COMMON NAME
	5	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	5	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	140	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	489	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	6,864 SF	TURF SEED MIX THUNDERTURF
	3,062 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'E'
STA. 40+00 TO STA. 50+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	43
SF	1315	02	016	
CHECK				
CW				

PLANTING NOTES

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2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
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LEGEND

EXISTING TREES TO REMAIN

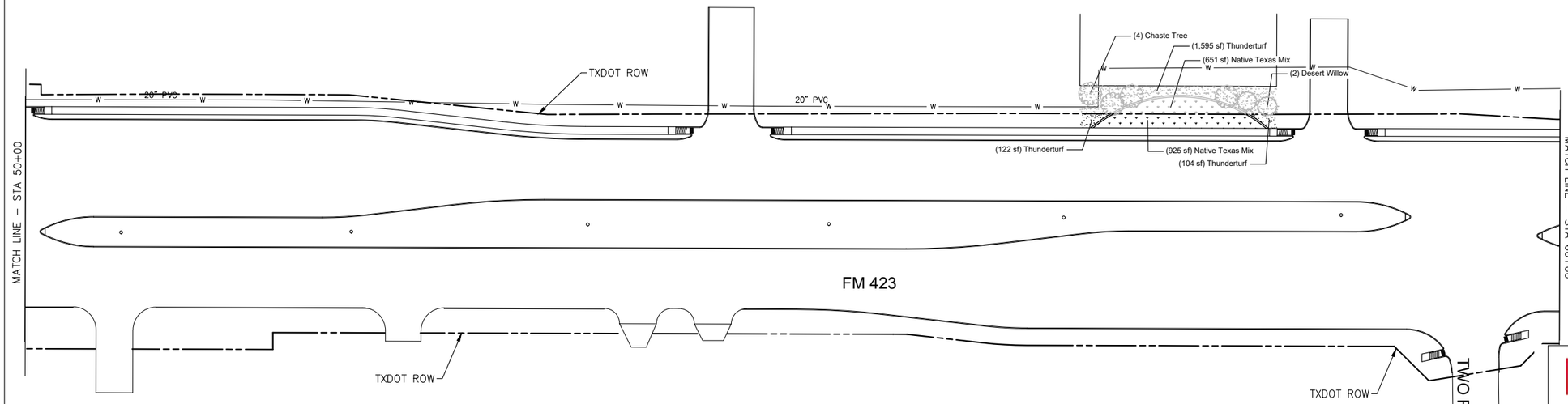
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PLANT SCHEDULE INSIDE ROW F

GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	226 SF	TURF SEED MIX THUNDERTURF
	925 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW F

TREES	QTY	BOTANICAL / COMMON NAME
	2	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	4	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,595 SF	TURF SEED MIX THUNDERTURF
	651 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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LANDSCAPE LAYOUT 'F'
STA. 50+00 TO STA. 60+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	44
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

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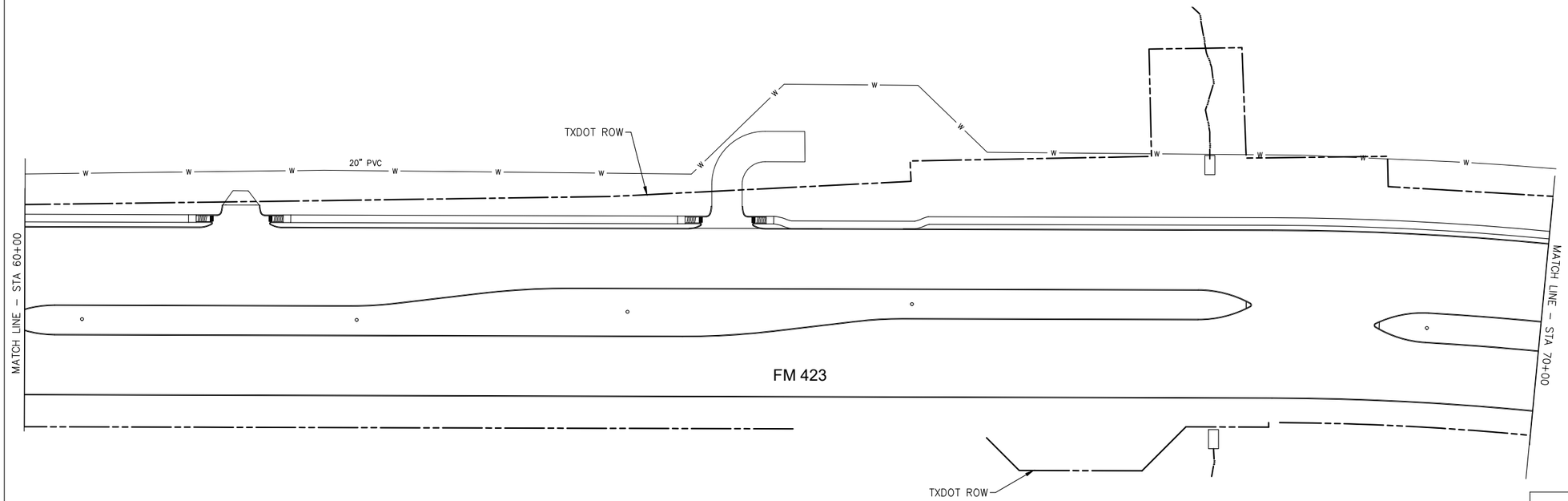
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NO WORK / IMPROVEMENTS ON THIS SHEET

LEGEND

EXISTING TREES TO REMAIN

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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'G'
STA. 60+00 TO STA. 70+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	45
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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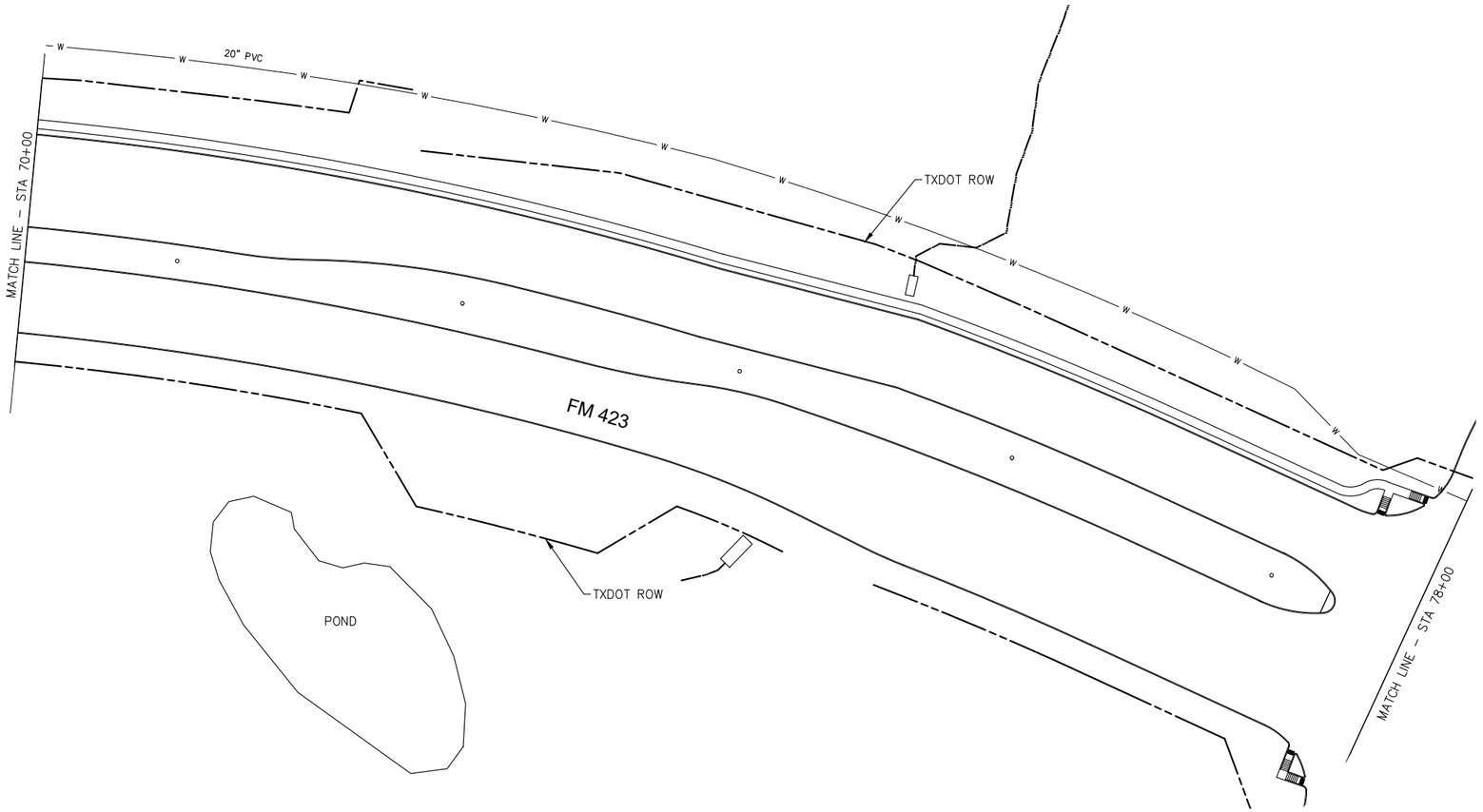
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LEGEND

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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'H'
STA. 70+00 TO STA. 78+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	46
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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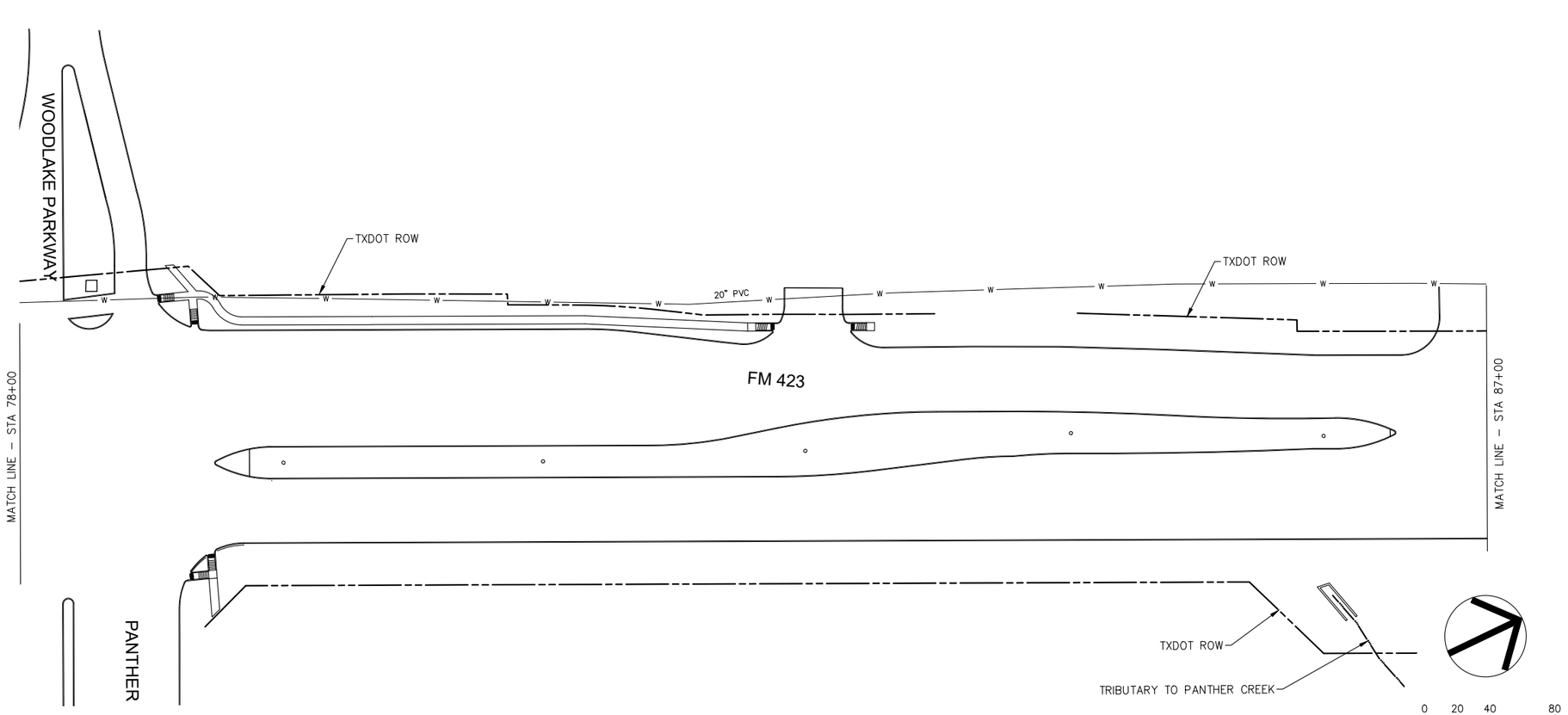
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LANDSCAPE LAYOUT 'I'
STA. 78+00 TO STA. 87+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	47
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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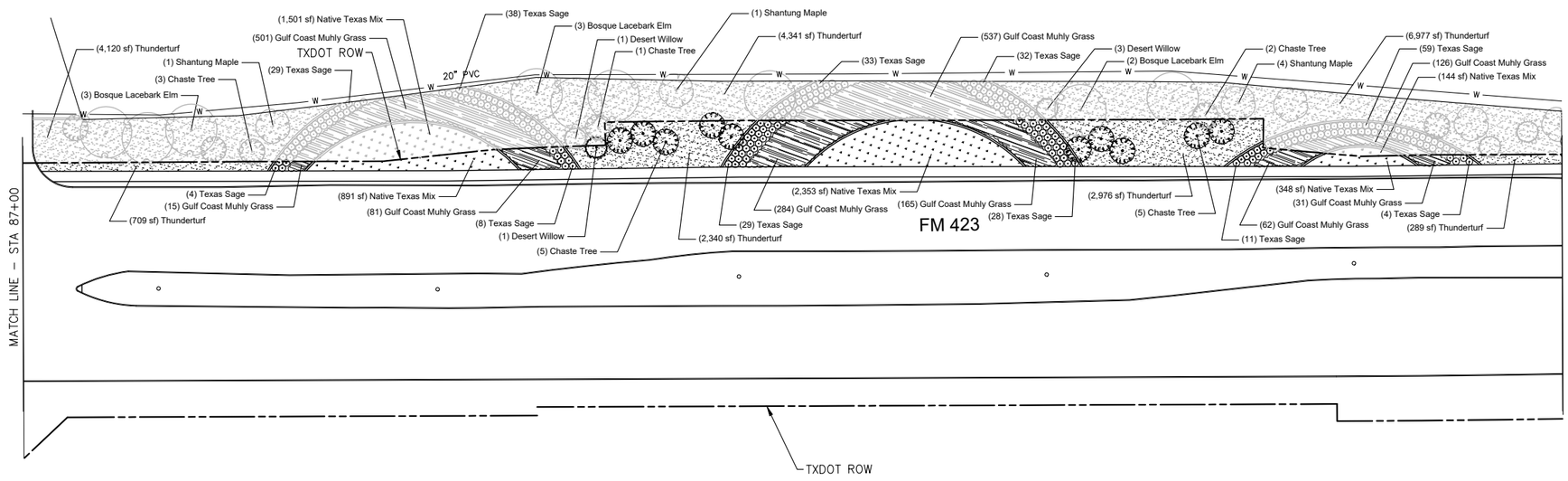
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PLANT SCHEDULE INSIDE ROW J

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	10	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	84	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	638	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	6,314 SF	TURF SEED MIX THUNDERTURF
	3,592 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW J

TREES	QTY	BOTANICAL / COMMON NAME
	6	ACER TRUNCATUM SHANTUNG MAPLE
	4	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	9	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	6	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	191	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	1,164	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	15,438 SF	TURF SEED MIX THUNDERTURF
	1,645 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'J'
STA. 87+00 TO STA. 96+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	48
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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LEGEND

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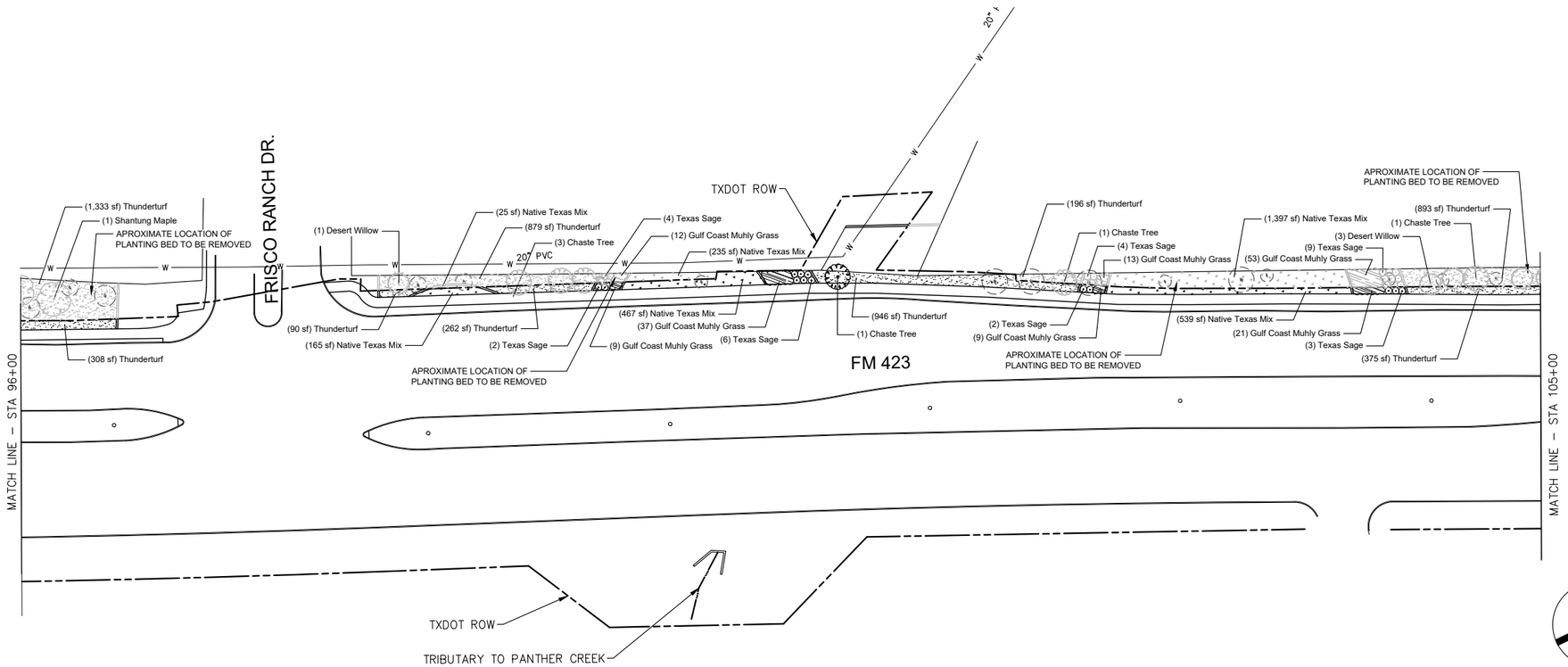
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PLANT SCHEDULE INSIDE ROW K

TREES	QTY	BOTANICAL / COMMON NAME
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	13	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	76	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,981 SF	TURF SEED MIX THUNDERTURF
	1,171 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW K

TREES	QTY	BOTANICAL / COMMON NAME
	1	ACER TRUNCATUM SHANTUNG MAPLE
	4	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW
	5	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE
SHRUBS	QTY	BOTANICAL / COMMON NAME
	17	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	78	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	3,301 SF	TURF SEED MIX THUNDERTURF
	1,657 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'K'
STA. 96+00 TO STA. 105+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	49
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	
CHECK				
CW				

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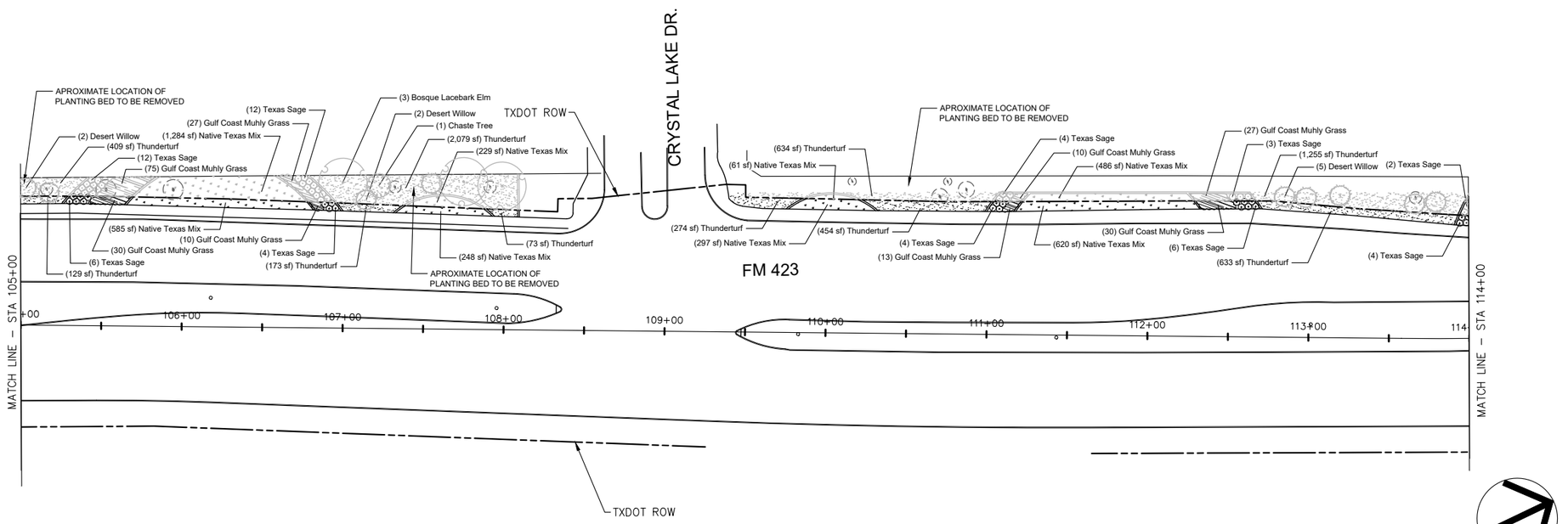
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

PLANT SCHEDULE INSIDE ROW L

SHRUBS	QTY	BOTANICAL / COMMON NAME
	24	LEUCOPHYLLUM LANGMANIAE `LYNN'S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	83	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	1,736 SF	TURF SEED MIX THUNDERTURF
	1,750 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW L

TREES	QTY	BOTANICAL / COMMON NAME
	9	CHILOPSIS LINEARIS `ART'S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	3	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	33	LEUCOPHYLLUM LANGMANIAE `LYNN'S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	139	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,377 SF	TURF SEED MIX THUNDERTURF
	2,060 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'L'
STA. 105+00 TO STA. 114+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS ES	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK SF	TEXAS	DALLAS	DENTON	50
CHECK CW	CONTROL	SECTION	JOB	
	1315	02	016	

PLANTING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TOWN OF LITTLE ELM STANDARDS.
2. ALL PLANTS SHALL BE NURSERY GROWN. REFER TO PLANT LIST FOR QUANTITIES AND SPECIFICATIONS.
3. ALL TREES SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
4. THE SITE SHALL BE FINE GRADED PRIOR TO ANY PLANT INSTALLATION. ANY AREAS DISTURBED BY PLANTING SHALL BE REGRADED AND SMOOTHED PRIOR TO GRASS PLANTING.
5. THE CONTRACTOR SHALL FLAG UNDERGROUND UTILITY LOCATIONS AND MAINTAIN THESE LOCATIONS UNTIL ALL TREE LOCATIONS ARE APPROVED, AND PLANT PITS EXCAVATED.
6. THE OWNER OR OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO PLANTING.
7. NO TREE SUBSTITUTIONS, SPECIES OR SIZE, WILL BE ACCEPTED WITHOUT THE PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
8. ALL TREES SHALL BE PLANTED PER DETS. 1 & 2 ON PLANTING DETAIL SHEET
9. CONTRACTOR SHALL ESTABLISH GRASS ON ALL AREAS DISTURBED BY CONSTRUCTION.

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTLILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL DIG TESS, 1-800-DIG-TESS.

LEGEND

EXISTING TREES TO REMAIN

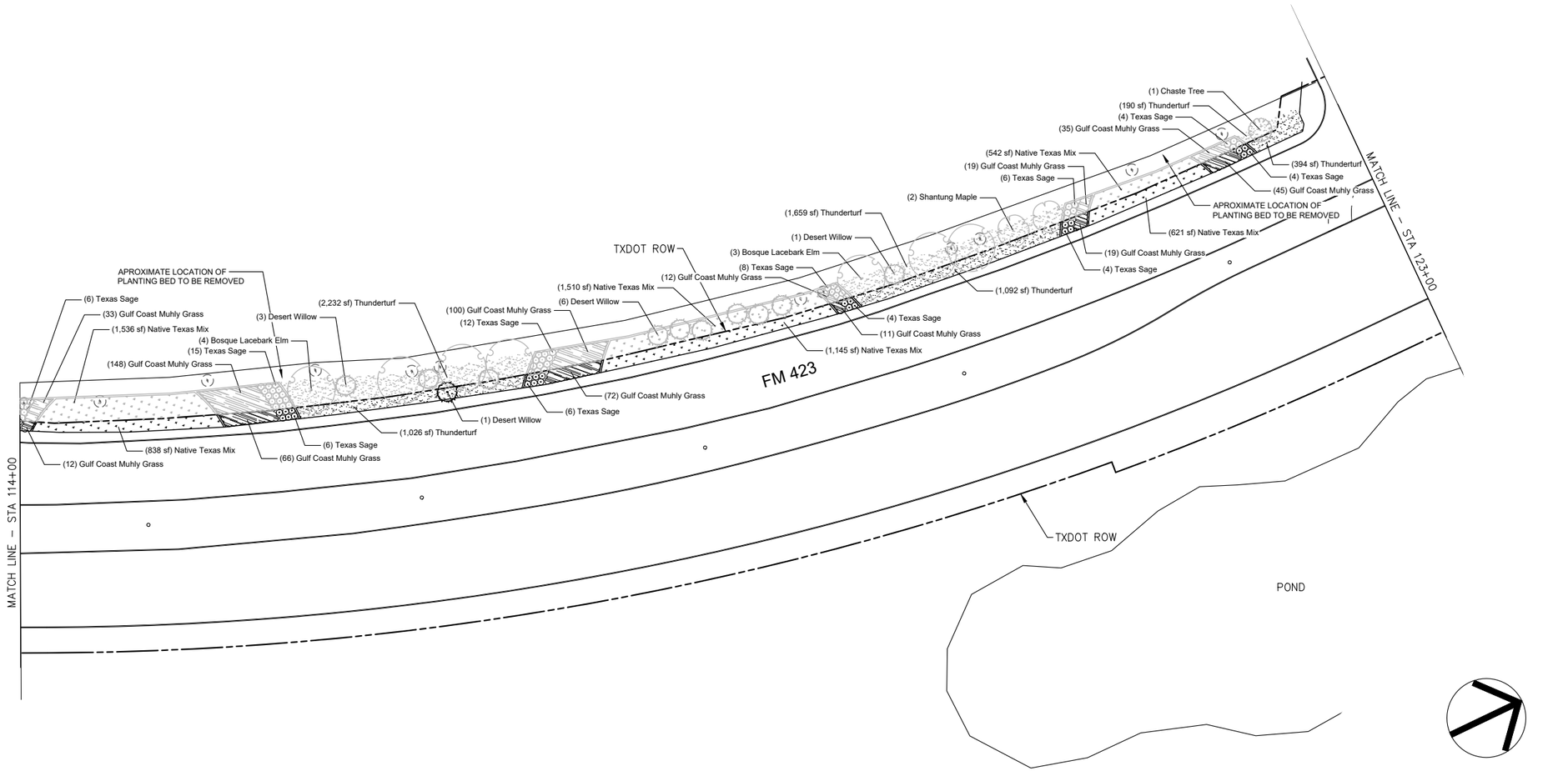
THE LOCATION OF EXISTING TREES SHOWN ARE APPROXIMATE. FIELD ADJUSTMENTS MAY BE REQUIRED IN PLACEMENT OF PROPOSED PLANTING.

PLANT SCHEDULE INSIDE ROW M

TREES	QTY	BOTANICAL / COMMON NAME
	1	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	24	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	225	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	2,512 SF	TURF SEED MIX THUNDERTURF
	2,604 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX

PLANT SCHEDULE OUTSIDE ROW M

TREES	QTY	BOTANICAL / COMMON NAME
	2	ACER TRUNCATUM SHANTUNG MAPLE
	10	CHILOPSIS LINEARIS `ART`S SEEDLESS` DESERT WILLOW MUTLI-TRUNK
	7	ULMUS PARVIFOLIA `UPMTF` TM BOSQUE LACEBARK ELM
	1	VITEX AGNUS-CASTUS `SHOAL CREEK` CHASTE TREE MULTI-TRUNK
SHRUBS	QTY	BOTANICAL / COMMON NAME
	51	LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` TEXAS SAGE
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME
	347	MUHLENBERGIA CAPILLARIS `GULF COAST` GULF COAST MUHLY GRASS
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	4,081 SF	TURF SEED MIX THUNDERTURF
	3,588 SF	WILDFLOWER SEED MIX NATIVE TEXAS MIX



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GRAPHIC SCALE IN FEET

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LANDSCAPE LAYOUT 'M'
STA. 114+00 TO STA. 123+00

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
ES	6	SEE TITLE SHEET		FM 423
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
ES	TEXAS	DALLAS	DENTON	
CHECK	CONTROL	SECTION	JOB	
SF	1315	02	016	51
CHECK				
CW				

Date:	07/19/2022
Agenda Item #:	5. A.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Resolution No. 0719202201 Accepting a Petition Seeking the Creation of the Valencia Public Improvement District Number Two (2) within the Corporate Boundaries of the Town and Calling for a Public Hearing at the August 16, 2022, Regular Town Council Meeting.**

DESCRIPTION:

This item will serve as notice for the public hearing for the creation of Valencia Public Improvement District (PID) Number Two (2) on August 16, 2022, in accordance with Chapter 372 of the Texas Local Government Code.

The purpose of the creation of this PID is for authorized improvements in an amount not to exceed $20,000,000.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends opening the Public Hearing for discussion of the creation of Valencia Public Improvement District Number Two.

Attachments

Valencia PID Setting Hearing

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0719202201

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS ACCEPTING A PETITION AND SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF THE VALENCIA PUBLIC IMPROVEMENT DISTRICT NO. 2 WITHIN THE TOWN OF LITTLE ELM, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OR DEPUTY TOWN SECRETARY OF THE TOWN OF LITTLE ELM, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the Town of Little Elm, Texas (the "Town"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits; and

WHEREAS, on July 5, 2022, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the Town Secretary of Little Elm or other officer performing the functions of the Town secretary such as the Deputy Town Secretary (either, the "Town Secretary") a petition ("Petition"), attached as **Exhibit A**, requesting the establishment of a public improvement district for property within the Town; and

WHEREAS, the Town Council of Little Elm, Texas (the "Town Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the Town in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the Town before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the Town Council has determined to hold a public hearing on *August 16, 2022* on the creation of a public improvement district; and

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the Town and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: Town Staff and its advisors have reviewed the Petition and determined that the same complied with the requirements of the Act and the Town Council accepts the Petition.

Section 3: That a public hearing is hereby called for *August 16, 2022, at or after 5:00 p.m. in the Little Elm Town Council Chambers, 100 W. Eldorado Parkway, Little Elm, TX 75068,* for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the Town Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the Town for the Valencia Public Improvement District No. 2.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is here by adopted and approved.

Section 7: Attached here to as **Exhibit C** is a legal description of the approximately *189.3* acres of property to be included in the proposed public improvement district.

Section 8: The Town Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the Town, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The Town Secretary shall provide notice **on or before July 30, 2022**, which is before the 15th day before the *August 16, 2022* hearing.

Section 9: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Town Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 10: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of

the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.**Section 11:** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 19th *DAY OF JULY, 2022*.

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Director of Administrative Services / Town Secretary

APPROVED AS TO FORM:

_____
Robert F. Brown, Town Attorney

EXHIBIT A

Petition for the Creation of a Public Improvement District

EXHIBIT B

TOWN OF LITTLE ELM, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the Town Council of the Town of Little Elm, Texas ("Town"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by the property owner, Valencia on the Lake 2B2 and 4, LLC (the "Petitioner"), requesting that the Town create the Valencia Public Improvement District No. 2 (the "District") to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at or after *6:00 p.m. on August 16, 2022, in the Little Elm Council Chambers, 100 W. Eldorado Parkway, Little Elm, TX 75068*.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district as approved by the Town; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) – (vi) above; and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is not to exceed $20,000,000.00.

Proposed District Boundaries. The District is proposed to include approximately *189.3* acres of land located within the Town generally located west of FM 423 adjacent to Rockwall Parkway and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

Proposed Method of Assessment. The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the Town. The Town will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied

on real property within the District and possible tax reinvestment zone revenue. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

EXHIBIT C

Metes and Bounds

BEING that certain tract of land situated in the Santiago Guarrara Survey, Abstract No. 456, the Alexander Cooper Survey, Abstract No. 250, the Pierce Fulghum Survey, Abstract No. 427, and the Teodoro Rodriguez Survey, Abstract No. 1068, in the Town of Little Elm, Denton County, Texas, and being all of that certain called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), all of that certain called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), and all of that certain called 6.097 acre tract of land described as Tract III (Phase 4C) in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157901, of the Real Property Records of Denton County, Texas (RPRDCT), all of that certain called 15.145 acre tract of land described in Deed to Valencia on the Lake 2B2 and 4, LLC recorded in Document Number 2021-157902, RPRDCT, all of that certain called 12.332 acre tract of land described in Deed to The Board of Trustees of the Little Elm Independent School District recorded in Document No. 2018-121058, RPRDCT, and part of that certain tract of land described in deed to the Town of Little Elm (Rockhill Parkway - called 90 foot right-of-way) recorded in Document No. 2014-31379, RPRDCT, and including an 0.026 acre portion of the called 50-foot right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, an addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped “BCG 10194538” found at the most westerly corner of Valencia on the Lake Phase 2B-1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2021-324, of the Plat Records of Denton County, Texas (PRDCT), said iron rod also being located on the southerly line of the “Take Line” of Lake Lewisville;

THENCE leaving said “Take Line", and with the southwesterly line of said Valencia on the Lake Phase 2B-1, the following courses to 5/8-inch iron rods with cap stamped “BCG 10194538” found for corner:

South 51º26'27” East, a distance of 257.14 feet to the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 43°47'33", a radius of 60.00 feet, a chord which bears North 55°24'53" East, a chord distance of 44.75 feet, and an arc distance of 45.86 feet to the end of said curve;

North 43º45'14” East, a distance of 7.48 feet;

North 46º14'46” West, a distance of 120.00 feet;

North 43º45'14” East, a distance of 600.00 feet;

South 46º14'46” East, a distance of 120.00 feet;

South 43º45'14” West, a distance of 30.00 feet;

South 46º14'46” East, a distance of 50.00 feet;

North 43º45'14” East, a distance of 74.94 feet;

South 45º03'06” East, a distance of 390.52 feet to the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 00°45'33", a radius of 2264.00 feet, a chord which bears South 45°19'41" West, a chord distance of 30.00 feet, and an arc distance of 30.00 feet to the end of said curve;

South 44º17'32” East, a distance of 50.00 feet to being the beginning of a non-tangent curve to the left;

And northeasterly, with said curve which has a central angle of 04°35'30", a radius of 2314.00 feet, a chord which bears North 43°24'43" East, a chord distance of 185.39 feet, and an arc distance of 185.44 feet to the end of said curve;

THENCE South 49º30'11" East, passing at a distance of 111.01 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found at a southwest corner of said Valencia on the Lake Phase 2B-1, and continuing with a southwest line of said Rockhill Parkway, in all, a total distance of 131.01 feet to a point for corner located at the beginning of a non-tangent curve to the right;

THENCE with the northerly right-of-way line of said Rockhill Parkway, the following courses to 5/8-inch iron rods with cap stamped "BCG 10194538" found for corner:

Southwesterly, with said curve which has a central angle of 15°31'47", a radius of 2445.00 feet, a chord which bears South 48°50'51" West, a chord distance of 660.67 feet, and an arc distance of 662.70 feet to the end of said curve;

North 33°30'17" West, a distance of 20.00 feet;

South 57°12'14" West, a distance of 50.00 feet;

South 33°30'17" East, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Southwesterly, with said curve which has a central angle of 09°37'40", a radius of 2445.00 feet, a chord which bears South 62°35'53" West, a chord distance of 410.37 feet, and an arc distance of 410.85 feet to the end of said curve;

South 67°24'44" West, a distance of 231.77 feet;

North 22°35'16" West, a distance of 20.00 feet;

South 67°24'44" West, a distance of 50.00 feet;

South 22°35'16" East, a distance of 20.00 feet;

South 67°24'44" West, a distance of 714.21 feet;

North 22°35'16" West, a distance of 20.00 feet;

And South 67°24'44" West, a distance of 50.00 feet;

THENCE South 22°35'16" East, passing at a distance of 20.00 feet a 5/8-inch iron rod with cap stamped "BCG 10194538" found on said northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, passing at a distance of 110.00 feet an "X" cut in concrete found at the northeast corner of said called 139.705 acre tract of land described as Tract II (Phases 4A and 4B), passing at a distance of 140.00 feet a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found at the most westerly northwest corner of Valencia on the Lake Phase 1, an Addition to the Town of Little Elm Texas according to Final Plat recorded in Document No. 2015-245, PRDCT, continuing with the southwesterly line of said Valencia on the Lake Phase 1, in all, a total distance of 645.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

THENCE with said southwesterly line of Valencia on the Lake Phase 1, the following courses to 5/8-inch iron rods with cap stamped "PETITT-RPLS 4087" found for corner:

North 67°24'44" East, a distance of 200.32 feet;

South 22°35'16" East, a distance of 312.29 feet;

South 17°05'19" West, a distance of 283.91 feet;

South 85°49'57" East, a distance of 23.24 feet;

South 60°11'21" East, a distance of 50.30 feet;

South 14°40'15" East, a distance of 50.96 feet;

South 00°02'26" West, a distance of 39.41 feet;

South 83°27'48" East, a distance of 31.28 feet;

South 04°48'46" East, a distance of 195.51 feet;

THENCE South 18°25'34" East, passing at a distance of 51.10 feet the southwest corner of said Valencia on the Lake Phase 1, and continuing with the westerly line of Valencia on the Lake Phase 2A, an Addition to the Town of Little Elm, Texas according to Final Plat recorded in Document Number 2018-62, PRDCT, in all, a total distance of 267.83 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the southwest corner of said Valencia on the Lake Phase 2A, and being located on the northerly "Take Line" of said Lake Lewisville;

THENCE with said northerly "Take Line" of Lake Lewisville, the following courses:

South 62°23'06" West, a distance of 242.31 feet to a U.S.A.C.O.E. Fence Post Marked JP-5E found for corner;

North 30°02'10" West, a distance of 182.02 feet to a U.S.A.C.O.E. Fence Post Marked JP-5F found for corner;

North 77°58'31" West, a distance of 203.63 feet to a U.S.A.C.O.E. Fence Post Marked JP-5G found for corner;

South 67°53'16" West, a distance of 253.98 feet to a U.S.A.C.O.E. Monument Marked J-809-2-3 found for corner;

South 85°20'52" West, a distance of 1000.03 feet to a U.S.A.C.O.E. Monument Marked J-809-2-2 found for corner;

South 60°04'23" West, a distance of 742.15 feet to a U.S.A.C.O.E. Monument Marked J-809-2-1 found for corner;

And North 88°13'22" West, a distance of 373.76 feet to a U.S.A.C.O.E. Monument (disturbed) found for the northeast corner of that certain tract of land described in deed to Clifford E. Burgent and Norma J. Burgent recorded in Volume 603, Page 591, RPRDCT;

THENCE North 89°11'54" West, with a northerly line of said Burgent tract, a distance of 526.42 feet to a 1/2-inch iron rod found for corner;

THENCE South 25°56'18" West, with a westerly line of said Burgent tract, a distance of 1242.12 feet to a 1-inch iron rod found at an "ell"corner of said Burgent tract;

THENCE North 53°26'05" West, with a northerly line of said Burgent tract, a distance of 613.52 feet to a 1-inch iron rod found at the most northerly corner of said Burgent tract;

THENCE South 00°18'45" West, with the west line of said Burgent tract, a distance of 1203.50 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found on said northerly "Take Line" of Lake Lewisville;

THENCE with the northerly "Take Line" of Lake Lewisville, the following courses:

South 88°44'53" West, a distance of 850.88 feet to a U.S.A.C.O.E. Monument Marked H-723-A found for corner;

South 01°32'31" West, a distance of 224.05 feet to a 1/2-inch iron rod found for corner;

South 41°00'56" West, a distance of 1035.32 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

South 31°43'14" East, a distance of 42.77 feet to a U.S.A.C.O.E. Monument Marked H-725-6 found for corner;

South 67°02'07" West, a distance of 399.58 feet to a U.S.A.C.O.E. Monument Marked H-725-5 found for corner;

North 03°41'18" East, a distance of 799.83 feet to a U.S.A.C.O.E. Monument Marked H-725-4 found for corner;

And North 54°23'26" West, a distance of 281.39 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the south corner of Valencia on the lake Amenity Center, an addition to the Town of Little Elm according to Final Plat recorded in Document No. 2022-110, PRDCT;

THENCE North 00°00'03" East, leaving said "Take Line" of Lake Lewisville, and with the east line of said Valencia on the lake Amenity Center, a distance of 361.61 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner on the southerly right-of-way line of said Rockhill Parkway;

THENCE North 89º59'57" West, with said southerly right-of-way line of Rockhill Parkway, a distance of 1.93 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the beginning of a tangent curve to the right;

THENCE northeasterly, with the westerly right-of-way line of Rockhill Parkway, and with said curve which has a central angle of 223º52'46", a radius of 90.00 feet, a chord which bears North 21º56'26" East, a chord distance of 166.96 feet, and an arc distance of 351.67 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the most easterly corner of said Valencia on the Lake Amenity Center;

THENCE North 46º07'09" West, with the northeast line of said Valencia on the Lake Amenity Center, a distance of 278.39 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner on the southeasterly line of said "Take Line" of Lake Lewisville;

THENCE North 43°52'51" East, with said southeasterly "Take Line" of Lake Lewisville, a distance of 647.02 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the most westerly corner of Valencia on the Lake Phase 3C, an Addition to The Town of Little Elm according to Final Plat recorded in Document Number 2017-419 RPRDCT;

THENCE with the southwesterly line of said Valencia on the Lake Phase 3C, the following courses:

South 46°07'09" East, a distance of 74.59 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the beginning of a non-tangent curve to the left;

And southeasterly, with said curve which has a central angle of 68°20'56", a radius of 65.00 feet, a chord which bears South 15°58'22" East, a distance of 73.02 feet, and an arc distance of 77.54 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

THENCE South 10°25'55" East, continuing with the southwesterly line of said Valencia on the Lake Phase 3C, and over and across said right-of-way of Barx Drive, dedicated according to Valencia on the Lake Phase 3C, a distance of 423.55 feet to an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

THENCE with said southwesterly line of Valencia on the Lake Phase 3C, the following courses:

Southwesterly, with said curve which has a central angle of 01°35'54", a radius of 717.00 feet, a chord which bears South 82°21'55" West, a distance of 20.00 feet, and an arc distance of 20.00 feet to the end of said curve, a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner;

South 06°50'08" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 01°39'45", a radius of 767.00 feet, a chord which bears North 82°19'59" East, a distance of 22.26 feet, and an arc distance of 22.26 feet to the end of said curve, an "X" cut in concrete found for corner at the beginning of a non-tangent curve to the right;

And southeasterly, with said curve which has a central angle of 05°21'24", a radius of 225.00 feet, a chord which bears South 02°40'39" East, a distance of 21.03 feet, and an arc distance of 21.04 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found or corner;

THENCE South 00°00'03" West, passing at a distance of 108.08 feet a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found at the southeast corner of said Tract III (Phase 4C), located on the northerly right-of-way line of Rockhill Parkway, continuing over and across said Rockhill Parkway, in all, a total distance of 219.51 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner on said southerly right-of-way line of Rockhill Parkway;

THENCE with said southerly right-of-way line of Rockhill Parkway, the following courses:

South 89°59'57" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 00°00'03" East, a distance of 27.91 feet to an “X” cut in concrete found for corner at the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 60°07'30", a radius of 985.00 feet, a chord which bears North 50°20'02” East, a distance of 986.86 feet, and an arc distance of 1033.64 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner;

North 20°16'17" East, a distance of 616.39 feet to a 5/8-inch iron rod with cap stamped “PETITT-RPLS 4087” found for corner at the beginning of a tangent curve to the right;

Northeasterly, with said curve which has a central angle of 42º44’37", a radius of 1665.00 feet, a chord which bears North 41°38’36” East, a chord distance of 1213.51 feet, and an arc distance of 1242.12 feet to the end of said curve, a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

South 26°05'42" East, a distance of 20.00 feet;

North 63°52'30" East, a distance of 50.00 feet;

North 26°05'42" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the right;

Northeasterly, with said curve which has a central angle of 18°47'50", a radius of 1665.00 feet, a chord which bears North 74°08'04" East, a distance of 543.80 feet, and an arc distance of 546.25 feet to the end of said curve;

North 83°31'59" East, a distance of 302.69 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°12'08", a radius of 995.00 feet, a chord which bears North 79°25'55" East, a distance of 142.32 feet, and an arc distance of 142.44 feet to the end of said curve;

South 16°06'32" East, a distance of 20.00 feet;

North 73°53'28" East, a distance of 50.00 feet;

North 16°06'32" West, a distance of 20.00 feet, said iron rod being the beginning of a non-tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°16'25", a radius of 995.00 feet, a chord which bears North 68°18'52" East, a distance of 143.55 feet, and an arc distance of 143.68 feet to the end of said curve;

North 64°10'40" East, a distance of 689.07 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 06°36'01", a radius of 1845.00 feet, a chord which bears North 60°52'40" East, a distance of 212.42 feet, and an arc distance of 212.54 feet to the end of said curve;

North 57°34'39" East, a distance of 457.24 feet, said iron rod being the beginning of a tangent curve to the left;

Northeasterly, with said curve which has a central angle of 08°14’55", a radius of 1045.00 feet, a chord which bears North 53°27’12" East, a chord distance of 150.32 feet, and an arc distance of 150.44 feet to the end of said curve,

South 42°02'31" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 48°16'01" East, a distance of 50.00 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner;

North 42°02'31" West, a distance of 20.00 feet to an "X" cut in concrete found for corner;

North 47°53'19" East, a distance of 478.67 feet to a 5/8-inch iron rod with cap marked "PETITT-RPLS 4087" found for corner at the beginning of a tangent curve to the right;

And northeasterly, with said curve which has a central angle of 12°29’10", a radius of 1355.00 feet, a chord which bears North 54°07’54" East, a chord distance of 294.70 feet, and an arc distance of 295.29 feet to the end of said curve;

THENCE North 29º37’33” West, over and across said right-of-way of Rockhill Parkway, passing at a distance of 90.00 feet the southwest corner of said called 13.874 acre tract of land described as Tract I (Part of Phase 2B2), continuing with the southwest line of said Tract I, in all, a total distance of 349.79 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner on said southerly “Take Line” of Lake Lewisville, from which a U.S.A.C.O.E. monument marked J-809-1/3 found bears South 31°22'51" West, a distance of 313.07 feet;

THENCE with said southerly “Take Line”, the following courses:

North 31°22'51" East, a distance of 387.22 feet to a U.S.A.C.O.E. monument marked J-809-2 found for corner;

North 63°24'03" East, a distance of 273.15 feet to a U.S.A.C.O.E. monument marked J-840-1 found for corner;

South 89°29'32" East, a distance of 230.56 feet to a 5/8-inch iron rod with cap stamped “BCG 10194538” found for corner;

And North 38°33'33" East, a distance of 642.80 feet to the POINT OF BEGINNING and containing an area of 189.257 acres of land.

Date:	07/19/2022
Agenda Item #:	5. B.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Town Engineer

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Resolution No. 0719202204 Authorizing Submission of the Grant Application and Designating the Town Manager as the Authorized Representative in Matters Related to the Texas Parks & Wildlife Department Outdoor Recreation Grant Application for Little Elm Park and Resolution No. 0719202205 Prohibiting Drilling, Mining, or the Re-Opening of any Abandoned Well or Mine in the Public Parkland located within Little Elm Park.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Resolution No. 0719202204 and Resolution No. 0719202205:

DESCRIPTION:

Town Staff are preparing an application for the Texas Parks & Wildlife Department's Outdoor Recreation grant to assist in the development of amenities for Cottonwood Park. The application is due on August 1, 2022.

The project will include amenities and improvements within the existing campground area of Little Elm Park. These amenities include enhanced campsite areas, a shower and restroom building, picnic areas, a boardwalk connection to the amphitheater, and a group pavilion.

Little Elm Park and the project site are located within the 100-year floodplain. The proposed project does not involve any significant changes to existing drainage patterns; and therefore, there is no anticipated impact to hydrology or the floodplain. The project will also require approval from the US Army Corps of Engineers (USACE).

The Texas Parks & Wildlife Department requires: 1) a resolution dedicating the land to be developed in Little Elm Park as parkland for recreation purposes in perpetuity, authorizing support of the project, and naming the authorizing official; 3) public input regarding the project and its location within the 100-year floodplain; and 3) a resolution prohibiting drilling, mining, or the

re-opening of any abandoned well or mine in the public parkland located within Little Elm Park.

BUDGET IMPACT:

Total Estimated Project Cost: $2,304,350
Total Eligible Grant Funding: $1,500,000 (Max.)
Required Local (Town) Match: $750,000 (50%)

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft Resolution - Grant Application
Draft Resolution - Prohibiting Mining
Campground Maps

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0719202204

A RESOLUTION BY THE TOWN OF LITTLE ELM, AS HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING THE TOWN MANAGER AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE OF THE PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

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

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

NOW THEREFORE BE IT RESOLVED BY THE APPLICANT:

SECTION 1

That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that the notice of the application has been posted according to local public hearing requirements.

SECTION 2

That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3

That the Applicant hereby authorizes and directs the Town Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Town Manager is hereby officially designated as the representative in this regard.

SECTION 4

The Applicant hereby specifically authorizes the official to make application to the Department concerning the site known as Little Elm Park in the Town of Little Elm or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

PASSED AND APPROVED this Tuesday, July 19, 2022

_____

Curtis J. Cornelious
Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 0719202205
A RESOLUTION BY THE TOWN OF LITTLE ELM TO PROHIBIT DRILLING OR MINING OR THE REOPENING OF ANY ABANDONED WELL OR MINE IN THE PUBLIC PARKLAND LOCATED WITHIN LITTLE ELM PARK

WHEREAS, the Town of Little Elm intends to submit a park expansion and development application for the Little Elm Park Campground Improvements Project to the Texas Parks & Wildlife Department (TPWD) prior to the August 1, 2022 deadline; and,

WHEREAS, the TPWD requires the submittal of a resolution as part of the 2022 Outdoor Recreation program application submission; and

WHEREAS, there is a need of an order restricting drilling/mining activities within the project site due to grant requirements; and

WHEREAS, there is a need of an order restricting the reopening of previously drilled and abandoned wells or mines located within the project site due to grant requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The Town Council in meeting this 19th day of July, 2022, supports the Little Elm Park Campground Improvements Project as applied for in the 2022 Outdoor Recreation program application.

Section 2. The Town Council supports the Little Elm Park Campground Improvements Project application and requirements to restrict drilling/mining activities in the designated park area of Little Elm Park.

AND BE IT FURTHER RESOLVED: That the Town adopts Resolution 0719202205 approving the submission of the project nomination; and finds and declares that the adoption, passage, and implementation of this resolution shall be effective as of first reading.

Signature of Official Authorized in Resolution 0719202204

Curtis J. Cornelious, Mayor, (214) 975-0446
Typed Name, Title, and Telephone Number

ATTEST, Town Secretary, Caitlan Biggs

July 19, 2022
Date



LITTLE ELM

PRIMITIVE CAMPING

Preliminary Design

June 30, 2022

DUNAWAY

Overview


LEWISVILLE LAKE
PARKING
BRIDGEVIEW DRIVE
PRIMITIVE CAMPING
AMPHITHEATER
LOBO LANE
PARKING

2016 Master Plan



Primitive Camping & Alternate Amphitheater

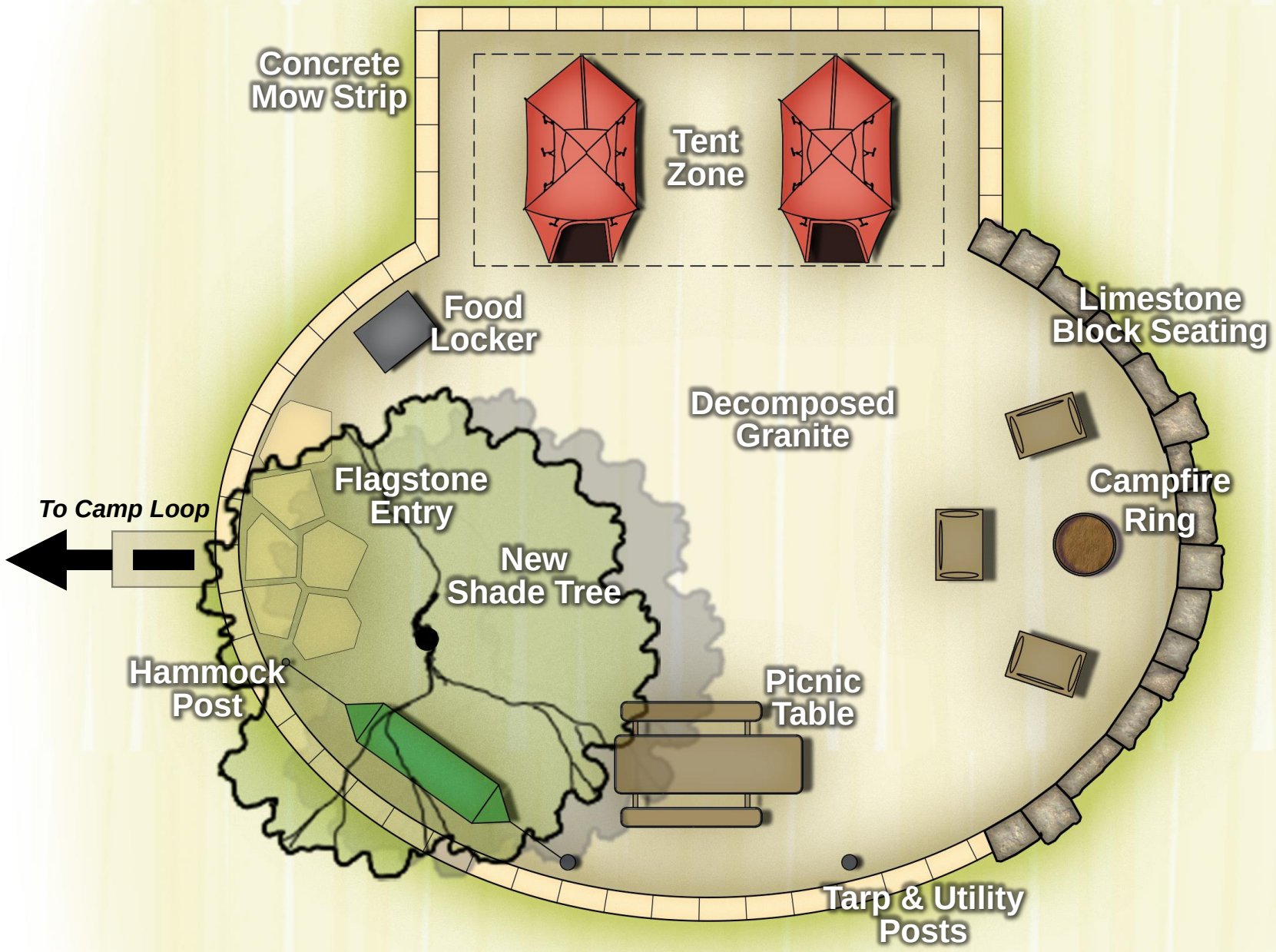


Primitive Camping:

- Primitive Campsites
- Decomposed Granite Footpaths
- Picnic Cove w/ Picnic Stations
- Trail Connections to Parking
- Two (2) Entry Gateways
- Group Pavilion w/ Fire Pit
- Prefabricated Restroom / Shower Bldg.
- Water Station w/ Enhanced Paving & Hose Bib
- Security Lighting
- Site Furnishings
- Trail and Boardwalk Connection to Amphitheater
- Landscape and Irrigation Improvements


LEWISVILLE
LAKE
PARKING
BRIDGEVIEW DRIVE
PRIMITIVE
CAMPING
LOBO LANE
PARKING

Typical Tent Pads



Tent Pad Amenities:

- 10' x 25' Tent Zone
- (1) Food Locker
- (1) Picnic Table – ADA Compliant
- (2) 8' Ht. Tarp & Utility Poles
- (1) 5' Ht. Hammock Post
- (1) Campfire Ring w/ Cooking Grate
- (1) Large Canopy Tree
- Limestone Block Seating
- Decomposed Granite w/ Stabilizer
- Concrete Mow Strip

Tent Pad Amenities



Food Lockers





Campfire Ring w/ Tip Back Anchors



Picnic Table



Posts for Hammocks



Tarp Cover

Group Activity Lawn

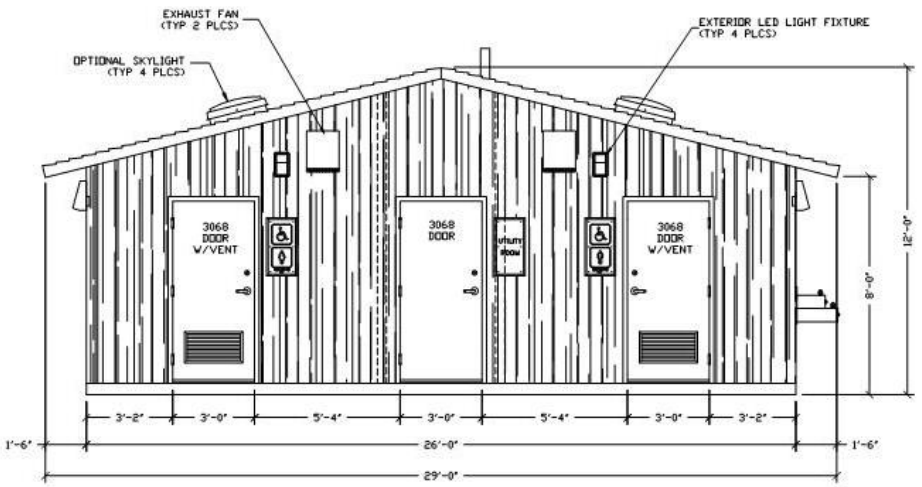


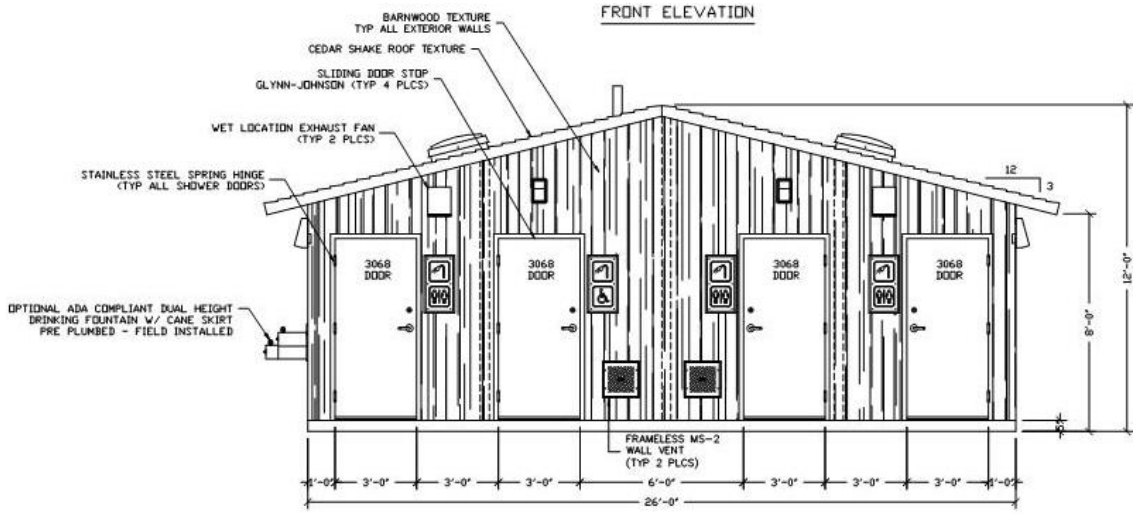




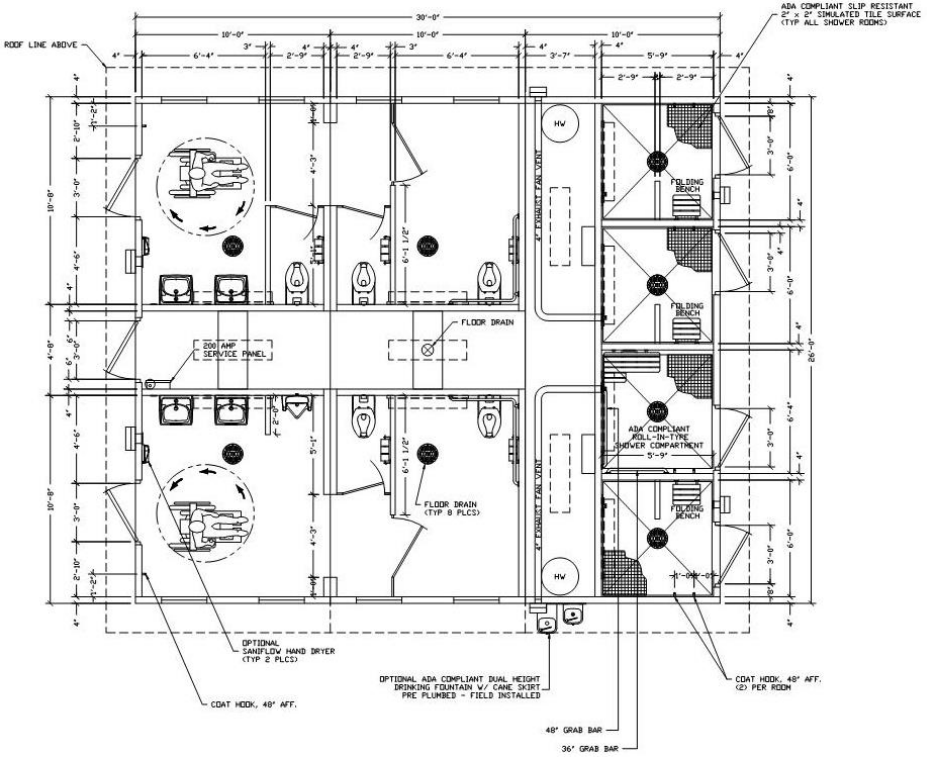


Restroom / Shower Building











Entry / Arrival



Camp ID Bollard

Arrival Sign

Trails / Connectivity













LITTLE ELM

Budget Projections

A.	*GENERAL SITE ITEMS*	*$450,000*
B.	*OVERALL CAMPING ITEMS*	*$625,000*
C.	*TENT PADS*	*$330,000*
D.	*COMMUNITY GREEN*	*$80,000*
E.	*RESTROOM & SHOWER*	*$500,000*
	BASE SUBTOTAL	**$1,985,000**
	+/- 15% CONTINENGENCY	**$295,000**
	CONSTRUCTION TOTAL	**$2,280,000**

Date:	07/19/2022
Agenda Item #:	5. C.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1667 Regarding a Request for a Specific Use Permit (SUP) for a Liquor Store Use, Located at 1951 FM 423, Currently Zoned Planned Development - Light Commercial (LC), Through Ordinance No. 1457, as Amended by Ordinance No. 1474, in Order to Allow for the Sale of Alcoholic Beverages for Off-premise Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1667:

DESCRIPTION:

Location.
Located at 1951 FM 423, on the southeast corner of Smotherman Road and FM 423, within Little Elm town limits.

Background.
Subject property is currently zoned Planned Development - Light Commercial (PD-LC), through Ordinance No.1457, as amended by Ordinance No. 1474. This PD covers multiple parcels and contains a three building multi-tenant shopping center known as Siri's Crossing, with a mix of retail, office, and restaurant tenants. The subject property currently houses newly constructed, single-story, strip retail buildings with space for several new, and pending, neighborhood retail type businesses. The proposed liquor store would occupy two end-cap suites on the north side of Building 2, totaling 3,916 square-feet, opposite of BrassTap.

Per Section 106.01.13, a Liquor Store is defined as "A facility for the sale of beer, wine, and/or liquor not for on-premises consumption that derives 75 percent or more of its gross revenue from the on-premises sale of beer, wine, and/or liquor."

Section 106.05.02.2 (o) provides 3 provisions for a liquor store:

1. A liquor store may be no less than 1,000 ft from another liquor store. (The nearest liquor store is over 2,000 feet to the north of the Lot)
2. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate a liquor store.
3. All alcohol-related activities must meet all standards found in Chapter 10, alcoholic beverages, of the Little Elm Code of Ordinances.

Chapter 106 of the Little Elm Code of Ordinances allows liquor store uses to locate within the Light Commercial (LC) district, through a Specific Use Permit (SUP). The purpose of the SUP requirement is to allow the Town to determine the situational suitability and appropriateness of each particular proposal. This allows review of the proposed operation any potential nuisances, as well as possible mitigation efforts, on a case by case basis. Thus, the Administration has broad discretionary approval of the requested SUP.

Proposal.
The applicant is requesting approval of a liquor store as an allowed use on the subject property, for the purposes of on-premises sales of alcoholic beverages for off-premise consumption only. The applicant has provided a letter of intent describing a high-end, neighborhood one-stop-shop for beer, wine, and liquor.

The proposal includes a total SUP area of 3,916 square feet, with the submitted floor plan showing a typical retail store layout with aisles of shelves, walk-in-cooler, liquor storage, restrooms, and checkout area. The applicant has also provided pictures of the interior space of other liquor stores they own as a concept for the interior of this store, which will be adopted as part of the SUP Ordinance as the minimum standard.

Parking.
The proposed use is required to be parked at a ratio of one parking space per 200 square feet of floor area. The existing site was developed through an approved Concept Plan, which included two mixed-use (retail and restaurant) multi-tenant commercial buildings totaling 35,992 square-feet, requiring a total of 180 parking spaces at full tenant occupancy. The site provides a total of 188 parking spaces which meets parking requirements.

Development Standards.
This site was developed through an approved Concept Plan and, except for combining the two suites, the applicant is not making any exterior changes or site improvements in order to accommodate the proposed use. Therefore, no additional site requirements were reviewed at this time.

Comprehensive Plan.
The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for the proposed establishment. Therefore, the requested SUP, if approved, would not be in conflict with the Town's vision for this area.

Recommendation to the Commission.
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and

locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

Staff recommended the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and make a recommendation accordingly. Additionally, given the purpose of a Specific Use Permit and stipulations for a "Bar" use in chapter 106, Staff recommended the following conditions be required with SUP approval:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
2. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
3. No shelving in front of the glazing and limited window sign coverage, or none at all.

Commission Findings.
At their regular meeting on June 2, 2022, the Planning and Zoning Commission made a recommendation to approve the request with the above conditions, with seven in favor and zero against.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

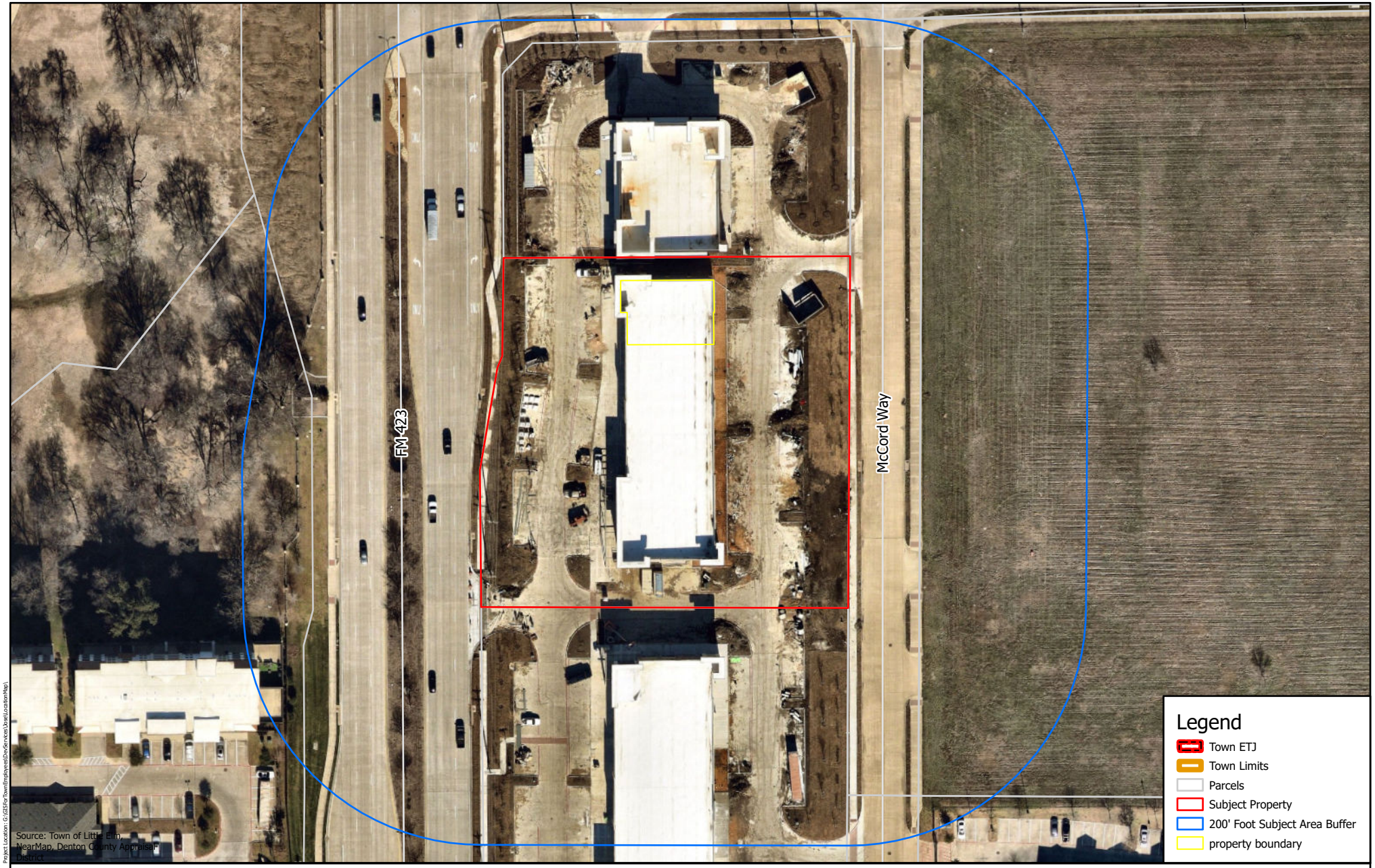
Planning and Zoning Commission recommended approval of the request subject to the following conditions:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
2. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.
3. No shelving in front of the glazing and limited window sign coverage, or none.

Attachments

Location Map

Ordinance No. 1667



Project Location: G:\GIS\For Town Employees\DevServices\Use\Location Map\

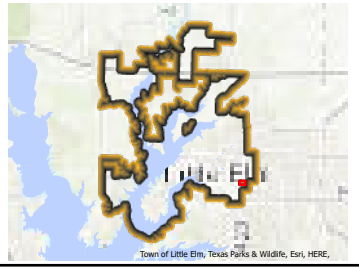
LITTLE ELM

SUP 1951 FM 423 Suite opposite of Brass Tap

0 0.01 0.02 0.04 Miles

N

Town of Little Elm
Denton County, Tx
Date: 5/20/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1667

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A LIQUOR STORE USE, ON PROPERTY LOCATED AT 1951 FM 423; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a liquor store use while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for a liquor store use has been submitted by Mihir Varia, Liquor King DFW, on property located at 1951 FM 423; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested planned development amendment described herein; and

WHEREAS, at its regular meeting held on June 2, 2022 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a liquor store within end-cap suite on the north side of Building 2 of the subject property, totaling 3,916 square-feet (Case No. SUP-22-01130); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a liquor store on the property located at 1951 FM 423, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a liquor store shall be limited to that particular area designated on the approved site plan, end-cap suite on the north side of Building 2, as encompassing a total area not to exceed 3,916 square feet.

3. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a liquor store.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

5. No shelving shall be located in front of the storefront glazing and there shall only be limited window sign coverage, or none at all.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A



"The best liquor connoisseurs in the metroplex."

Dt: 01/31/2022

Liquor King will be a neighborhood liquor store that will be located in centralized area between a residential neighborhood and a busy business district in little elm, Texas at 1931 F.M. 423

We are in the liquor store business to make profits at the same to give our customers value for their money and time; we want to give people who patronize our liquor store the opportunity to choose not only from a wide range of both locally and imported liquors but also from a wide range of beers and other alcoholic drinks that are manufactured in the United States of America. We know that our customers are the reason why we are in business which is why we will go the extra mile to get them satisfied when they visit our liquor store and also to become our loyal customers and ambassadors. Liquor King will ensure that all our customers are given first class treatment whenever they visit our store.

Liquor King is owned by Mr. Mihir Varia who has successfully managed and owned 4 locations within the DFW metroplex. It is a family business that will be managed alongside his immediate family member.

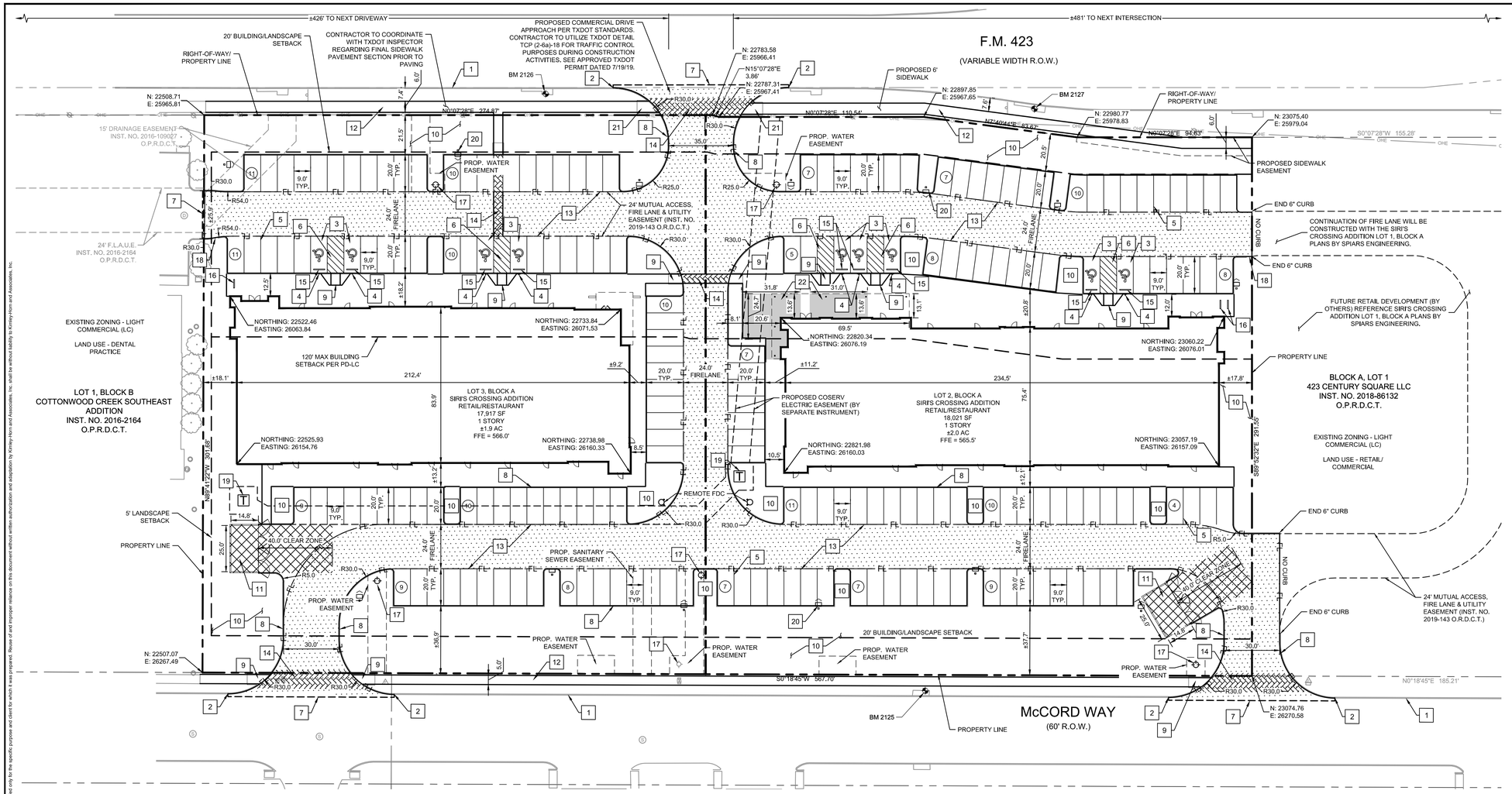
Liquor King is going to operate a standard and licensed neighborhood liquor store that will retail a wide range of liquors, beers and fine wines just like any other licensed and standard liquor store in the state of Texas.

Liquor King does not intend to start a liquor retailing business like the usual mom and pop business around the street corner; our intention of starting a liquor retail business is to build a high end finish liquor store that will be a one – stop shop for liquors, craft beers and fine wines which is why we will ensure that we put the right structure in place that will support the kind of growth that we have in mind while setting up the business.

Sincerely,



Mihir Varia



KEY NOTES

1	EXISTING 6" CURB.
2	CONNECT TO EXISTING CURB.
3	PROPOSED ACCESSIBLE HANDICAPPED PARKING STALLS. SEE PAVEMENT DETAILS, SHEET C-501, AND TOWN DETAILS, SHEET C-507.
4	PROPOSED HANDICAPPED PARKING SIGNS. SEE PAVEMENT DETAILS, SHEET C-501, AND TOWN DETAILS, SHEET C-507.
5	PROPOSED 4" WHITE PAINTED PARKING STALL STRIPING.
6	PROPOSED 4" WHITE PAINTED TRAFFIC STRIPES @ 45° SPACED AT 2.0' O.C. SEE TOWN DETAILS, SHEET C-507.
7	SAWCUT 1.5'. REMOVE EXISTING CURB AND CONNECT TO EXISTING CONCRETE PAVEMENT WITH LONGITUDINAL BUTT JOINT (SEE PAVEMENT DETAILS, SHEET C-501). MATCH EXISTING PAVEMENT ELEVATION.
8	PROPOSED 6" CURB. SEE TOWN DETAILS, SEE SHEET C-503.
9	PROPOSED BARRIER FREE RAMP. SEE BARRIER FREE RAMP STANDARD DETAILS, SHEET C-505.
10	PROPOSED LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR SPECIFICATIONS.
11	PROPOSED 8' DUMPSTER ENCLOSURE. SEE BUILDING ELEVATIONS AND BUILDING PLANS.
12	PROPOSED 6' SIDEWALK OR WIDTH PER PLAN. SEE TOWN OF LITTLE ELM MEDIAN AND SIDEWALK STAMPED CONCRETE DETAILS, SHEET C-506.
13	PROPOSED FIRE LANE STRIPING (TYP.). SEE TOWN DETAILS, SHEET C-507.
14	PROPOSED STAMPED/STAINED CONCRETE. SEE TOWN DETAILS, SHEET C-506.
15	PROPOSED WHEEL STOP. SEE PAVEMENT DETAILS, SHEET C-501.
16	PROPOSED BIKE RACK. SEE TOWN DETAILS, SHEET C-517.
17	FIRE HYDRANT
18	CURB CUT: 3' CURB OPENING. SEE DETAIL, SHEET C-201.
19	PROPOSED TRANSFORMER LOCATION. SEE MEP PLANS.
20	PROPOSED LIGHT POLE LOCATION (TYP.). SEE MEP PLANS.
21	PROPOSED BARRIER FREE RAMP IN TXDOT ROW. SEE TXDOT STANDARD DETAIL PED-18.
22	PROPOSED PATIO. SEE ARCH. PLANS.

NOTES

1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMITTING PROCESS.
2. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC. SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
3. ALL LIGHT SOURCES, INCLUDING WALL PACKS, LIGHT POLES, AND LIGHTS UNDERNEATH CANOPIES, SHALL BE RECESSED (I.E. FULL CUTOFFS) WITH NO DROP DOWN BULBS SO THAT ALL LIGHT SOURCES ARE SHIELDED AND NO LIGHT SOURCE IS OTHERWISE VISIBLE. EXTERIOR LIGHTING WILL COMPLY WITH TOWN STANDARDS.
4. ENHANCED PAVING APPLIES TO THIS SITE. PLEASE CONTACT STAFF IF THE PAVING PLAN IS UNCLEAR.
5. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING FOOTPRINT DIMENSIONS.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS AND FINAL GEOTECH REPORT FOR BUILDING SUBGRADE PREPARATION REQUIREMENTS.
8. ALL DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS NOTED OTHERWISE.
9. ALL CURB RADII ARE 2' UNLESS NOTED OTHERWISE.
10. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR DUMPSTER ENCLOSURE CONSTRUCTION SPECIFICATIONS.
11. CONTRACTOR SHALL REFER TO M.E.P. PLANS AND LANDSCAPE PLANS FOR CONDUIT PLACEMENT PRIOR TO PAVING.
12. ALL TRAVEL PATHS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA/TAS DESIGN STANDARDS (2% MAXIMUM CROSS SLOPE, DIRECTIONAL GRADES LESS THAN 5%, ETC.) AND ALL HANDICAP PARKING AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA/TAS DESIGN STANDARDS (2% MAX SLOPE ANY DIRECTION).
13. CONTRACTOR SHALL NOT BLOCK BOTH FRONT FIRE LANE AND BACK FIRE LANE AT THE SAME TIME.

LEGEND

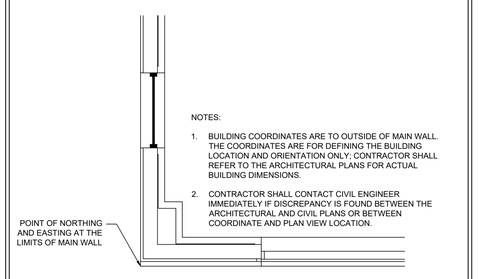
PROPERTY LINE	
SAWCUT LINE	
FIRE LANE	FL FL
EASEMENT	

SITE DATA SUMMARY

LOT	LOT 3	LOT 2
EXISTING ZONING	PD-LC	PD-LC
PROPOSED USE	RETAIL/RESTAURANT	RETAIL/RESTAURANT
HEIGHT	1 STORY - 32'	1 STORY - 31' 8"
LOT AREA	82,084.28 SF (1.9 AC.)	87,773.68 SF (2.0 AC.)
PROP. BUILDING GROSS AREA	17,917 SF	18,021 SF
FLOOR AREA RATIO	0.22	0.21
PARKING REQUIRED (ACCESSIBLE) (1 SPACE PER 200 SF OF FLOOR AREA)	90 SPACES (4 ADA)	91 SPACES (4 ADA)
PARKING PROVIDED (ACCESSIBLE)	*88 SPACES (4 ADA)	100 SPACES (5 ADA)
BIKE RACK PROVIDED (REQUIRED)	1 BIKE RACK (1 REQUIRED)	2 BIKE RACKS (2 REQUIRED)

* BASED ON THE TOWN OF LITTLE ELM'S ZONING ORDINANCE, SECTION 106.06.45, AN OVERALL 15 PERCENT PARKING REDUCTION IS GRANTED FOR LOT 3.

TYPICAL BUILDING CORNER (N.T.S.)



NOTES:

1. BUILDING COORDINATES ARE TO OUTSIDE OF MAIN WALL. THE COORDINATES ARE FOR DEFINING THE BUILDING LOCATION AND ORIENTATION ONLY; CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
2. CONTRACTOR SHALL CONTACT CIVIL ENGINEER IMMEDIATELY IF DISCREPANCY IS FOUND BETWEEN THE ARCHITECTURAL AND CIVIL PLANS OR BETWEEN COORDINATE AND PLAN VIEW LOCATION.

BENCHMARK LIST

VERTICAL DATUM BASED ON TOWN OF LITTLE ELM GEODETIC CONTROL MONUMENTS.

BM #2125 " ☒ " CUT ON THE NORTHWEST CORNER OF A CONCRETE CURB INLET LOCATED ON THE WEST SIDE OF MCCORD WAY APPROXIMATELY 400 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 564.98

BM #2126 " ☒ " ON THE SOUTHEAST CORNER OF A CONCRETE CURB INLET LOCATED ON THE EAST SIDE OF F.M. 423, APPROXIMATELY 600 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 561.52

BM #2127 " ☒ " ON THE SOUTHEAST CORNER OF A CONCRETE CURB INLET LOCATED ON THE EAST SIDE OF F.M. 423, APPROXIMATELY 335 FEET SOUTH OF SMOTHERMAN ROAD.
ELEV. = 558.06

REVISED SITE PLAN
SIRI'S CROSSING ADDITION
LOTS 2 & 3, BLOCK A
Being 5.1107 Acres Out Of The
THE CHRISTIAN BORHMANN SURVEY
ABSTRACT NO. 86
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
Submitted January 15, 2019
Resubmitted February 22, 2019

Owner:
(Lot 2 and 3)
Thani Properties, LLC
1051 Cimarron Rd
Frisco, TX 75034
Contact: Raja Panchumarthi
Phone: (510) 891-1490

Applicant/Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Contact: Tory Freed, P.E.
Phone: (972)770-1300

WARNING: CONTRACTOR TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

811 Know what's **below.** **Call** before you dig.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
PLOT STYLE TABLE
PLOTTED BY
DATE PLOTTED
DWG NAME
Dolan-SueBlue
XTB-24c9fc44d2d600
ACCDOCS_LM
LEIGHTON, DREW 8/4/2021 8:22 AM
C:\Users\drew.leighton\Desktop\Kimley-Horn\Siri's Crossing\REA_Design\CAD\PlanSheets C-CSMC.dwg
dBM-64526600 xVT-64526600 xxA-64526600 xxF-64526600 xxX-64526600 xxY-64526600

KHA PROJECT	64526600
DATE	AUGUST 2021
SCALE	AS SHOWN
DESIGNED BY	TCF
DRAWN BY	SAL
CHECKED BY	JWD

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER
SUITE 700, DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.

08/04/2021

SIRI'S CROSSING
PREPARED FOR
THANI PROPERTIES, LLC
LITTLE ELM TX

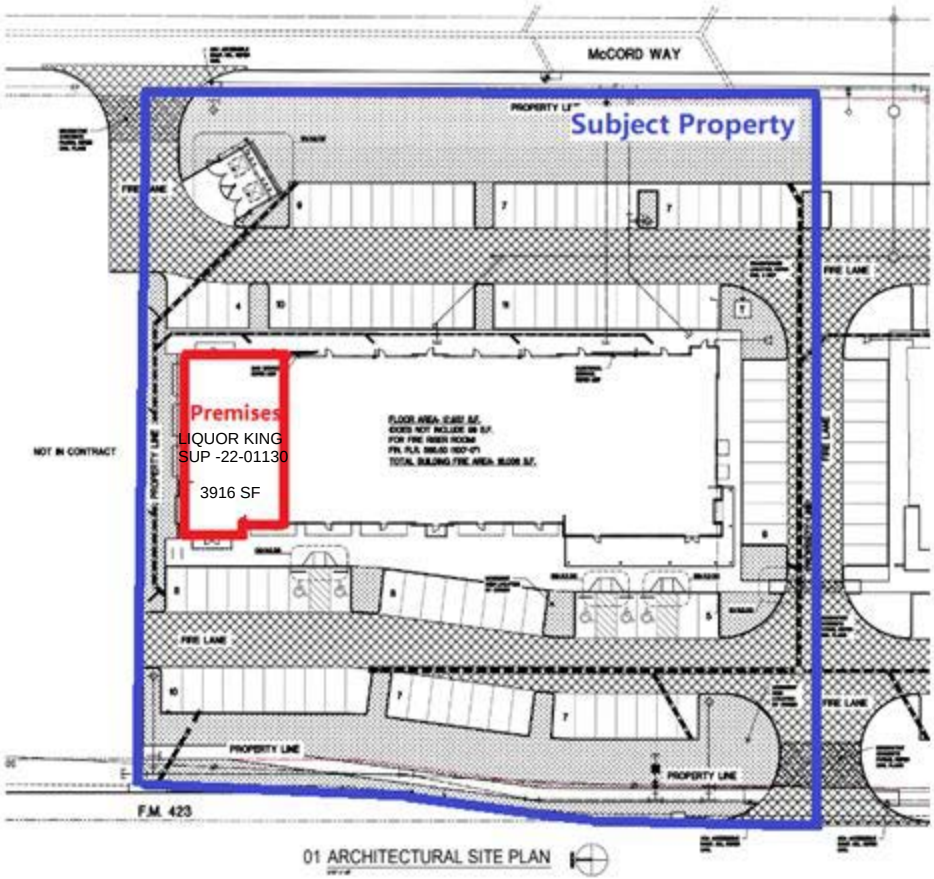
SITE AND DIMENSIONAL CONTROL PLAN

SHEET NUMBER
C-101

EXHIBIT A

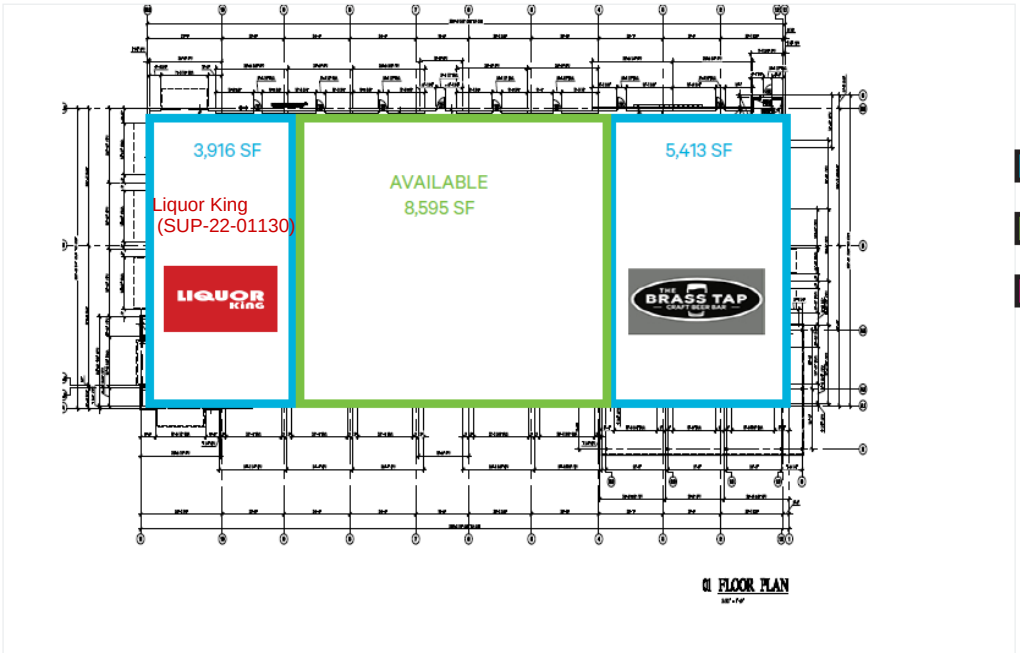
OUTLINE OF PREMISES

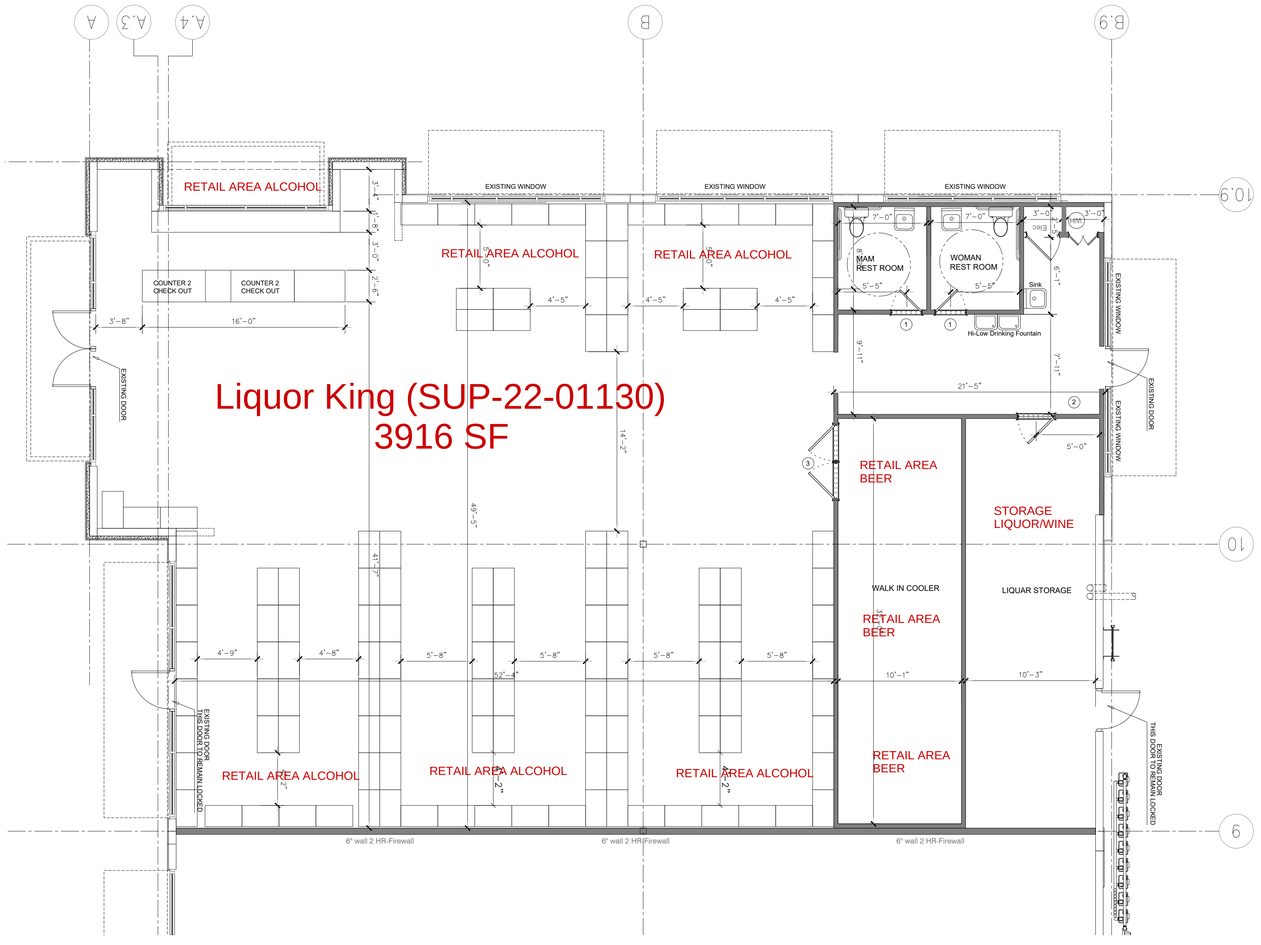
This Exhibit is attached to this Lease solely for the purpose of locating the Premises within the Center and depicting the general layout of the Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Center or stores be exactly as indicated hereon.



01 ARCHITECTURAL SITE PLAN

PREMISES


3,916 SF
Liquor King
(SUP-22-01130)
LIQUOR King
AVAILABLE
8,595 SF
5,413 SF
THE BRASS TAP
CRAFT BEER BAR
01 FLOOR PLAN
LEASED
AVAILABLE
AT LEASE



PROPOSED FLOOR PLAN

SCALE : 3/16"=1'-0"

DDR CONSULTING ENGINEERING
952 Windy Meadow Dr.
Plano TX 75023-4953
Registration Number F-13518

1931 FM 423, Little Elm, TX 75078

Project Number:
Drawn By:SN
Checked By:RK
Date Issued:03/11/22

SHEET NUMBER

A1.0



01 (FRONT) WEST ELEVATION



02 (SIDE) NORTH ELEVATION

1/16" = 1'-0"



03 (SIDE) SOUTH ELEVATION

1/16" = 1'-0"



04 (REAR) EAST ELEVATION

1/16" = 1'-0"

GSO ARCHITECTS
DALLAS, TX 972.385.9651
www.GSOarchitects.com

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PRELIMINARY PLAN
NOT FOR CONSTRUCTION

COTTONWOOD CROSSING 2

LITTLE ELM, TEXAS
TEXAS PROPERTIES

EL01

JOB NO: -----
ISSUE DATE: --/--/--
SCALE: AS NOTED


WINES
CORDIALS
AGAVE
SUGAR CANE
VODKA
GIN
BRANDY
MINI
OPTIONS!!!
Sale


OLD ELK
WANTED
OLD ELK






CANE


LIQUOR KING
SPIRITS • WINE • CRAFT BEER
NOW OPEN
915
OPEN
NOW OPEN


LIQUOR KING
SPIRITS • WINE • CRAFT BEER
NOW OPEN

Date:	07/19/2022
Agenda Item #:	5. D.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1668 Regarding a Request for a Specific Use Permit (SUP) for a Business Service Use, Generally Located at 1927 Old Witt Road, Currently Zoned Light Commercial (LC), in Order to Allow for Pest Control Services with On-site Vehicle Fleet.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1668:

DESCRIPTION:

Location.
Located at 1927 Old Witt Road, on the north side of Old Witt Road, approximately 1000 feet west of FM 423, within Little Elm town limits.

Background.
Subject property is zoned Light Commercial (LC) and contains several structures currently operating as an existing multi-tenant commercial site. The front building, Suite 100, and accessory metal structure are being utilized as an office showroom and storage for a home remodeling company, and the back metal building, formerly occupied by ServePro, has been split into Suite 200 and 300, with Suite 300 currently occupied by an auto repair business. The proposed business service use, similar to the previous ServePro tenant, would occupy the currently vacant 6,700 square-foot Suite 200.

The applicant, Massey Services Pest Prevention, is a pest prevention, termite protection and law care company that prides themselves on providing environmentally responsible and innovative services.

A business service use is defined as "establishments primarily engaged in providing off-site services

not elsewhere classified to business enterprises on a fee contract basis. Examples include, but are not limited to, plumbing services, cleaning services, computer/equipment repair services with certain on-site storage needs such as fleet vehicles used to provide off-site services to customers."

Chapter 106 of the Little Elm Code of Ordinances allows business service uses to locate within the Light Commercial (LC) district, through a Specific Use Permit (SUP). The purpose of the SUP requirement is to allow the Town to determine the situational suitability and appropriateness of each particular proposal. This allows review of the proposed operation any potential nuisances, as well as possible mitigation efforts, on a case by case basis. Thus, the Administration has broad discretionary approval of the requested SUP.

Existing businesses in this area include ServePro, auto repair, self storage, remodeling, construction, and plumbing contractors.

Proposal.
The applicant is requesting approval of a business service as an allowed use within Suite 200 of the subject property, for the purposes of operating a pest prevention business with an on-site vehicle fleet. Massey intends to utilize 2,700 square feet as administrative office space, and 4,000 square feet for the storage of products and equipment associated with their business operations. The storage component will primarily consist of common pest control and lawn care products, ranging from plastic 1 or 2.5 gallon jugs to 40 pound bags of product. The applicant has confirmed that their products do not contain “hazardous” or “danger” labels. The business operation also includes approximately 10-13 fleet trucks, ranging in size fom Toyota Tacoma to Dodge Ram, which will park on-site, along the western edge of the property, within the confines of the fence.

The proposal includes a total SUP area of 6,700 square feet, specifically for pest prevention administrative office business operations, storage of associated product and equipment within 50% of the suite, and on-site fleet vehicle parking.

Parking.
The subject property contains three tenant spaces, an existing office use in Suite 100, which requires a total of 6 parking spaces, snd an existing auto repair use in Suite 300, which requires a total of 8 parking spaces. The proposed business service use in Suite 200, based on the floor plan square footage breakdown, requires a total of 13 parking spaces. The site currently provides a total of 18 striped parking spaces but has room to accommodate the necessary additional parking spaces in order to comply with code. The provided site plan shows additional parking spaces to be provided. However, Staff and the applicant have identified opportunities for site layout and landscape improvements post the site plan submittal, therefore Staff will request that if this item is considered for approval, the site plan be updated to show at least 27 properly scaled parking spaces and the proposed site and landscape screening improvements prior to the Council meeting.

Development Standards.
This site was developed prior to being annexed into the Town and has maintained continued operations. Since the applicant is not making any exterior building improvements or major site plan changes in order to accommodate the proposed use, no additional site requirements were reviewed at this time.

Landscape and Screening.
The applicant is proposing to clean up the paving edges in the front portion of the site and add shrubbery and ornamental trees along the frontage of the property in an effort to screen the parking lot on both sides of the driveway and provide a more attractive street frontage.

Dumpster.
There is currently an old dumpster enclosure in the front of the property, facing the right-of-way. This enclosure is no longer being utilized and the applicant has proposed to remove its remnants in order to provide the minor improvements along this property's frontage.

The property owner will need to have the site plan and landscape plan be updated to remove the old dumpster enclosure, add the current dumpster and enclosure, in the back of the property, with proper screening per code, and show the new landscaping for staff review prior to making any exterior changes to the site, before a Certificate of Occupancy can be obtained.

Comprehensive Plan.
The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for a business service use. Therefore, the requested SUP, if approved, would not be in conflict with the FLUP.

Recommendation to Commission
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

The proposed business service use fits within the current context of the existing uses in this area, however, given the Town's ongoing growth there is uncertainty of what this area may look like in several years and whether this use would still be fitting on this site. Additionally, given the purpose of a Specific Use Permit, Staff believes that there are several possible conditions that could be placed on this SUP to help make this request more appropriate and attractive within the context of the existing area, as well as its proximity to other uses.

Staff recommended the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and make a recommendation accordingly, with the consideration of the following conditions:

1. Applicant shall not park more than 13 fleet vehicles on site, and all fleet vehicles shall only park within the screened gated area as shown on the site plan.
2. Prior to the Council meeting, the applicant shall revise the site plan to show the additional site and landscape improvements.
3. Prior to obtaining a Certificate of Occupancy, applicant shall complete the proposed parking improvements.
4. Prior to obtaining a Certificate of Occupancy, applicant shall provide professionally drawn landscape/irrigation plans showing perimeter shrubs and ornamental trees, along the entirety of Witt Road frontage, and an above grade planter with living shrubs to screen the parking area on the west side of the front building, all in accordance with the Town's landscape requirements. All planting must be completed within a reasonable time frame.
5. This SUP shall only be in effect for two years, or a period determined appropriate by the Planning and Zoning Commission and Town Council, and shall be eligible for re-evaluation by the Planning and Zoning Commission and Town Council in order to determine its suitability

within the context of the area at that time.

Commission Findings.
At their regular meeting on June 2, 2022, the Planning and Zoning Commission made a recommendation to approve the request with the following conditions, with seven in favor and zero against:

1. Applicant shall not park more than 13 fleet vehicles on site, and all fleet vehicles shall only park within the screened gated area as shown on the site plan.
2. Prior to the Council meeting, the applicant shall revise the site plan to show the additional site and landscape improvements.
3. Prior to obtaining a Certificate of Occupancy, applicant shall complete the proposed parking improvements.
4. Prior to obtaining a Certificate of Occupancy, applicant shall provide professionally drawn landscape/irrigation plans showing perimeter shrubs and ornamental trees, along the entirety of Witt Road frontage, and an above grade planter with living shrubs to screen the parking area on the west side of the front building, all in accordance with the Town's landscape requirements. All planting must be completed by the end of calendar year 2022.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

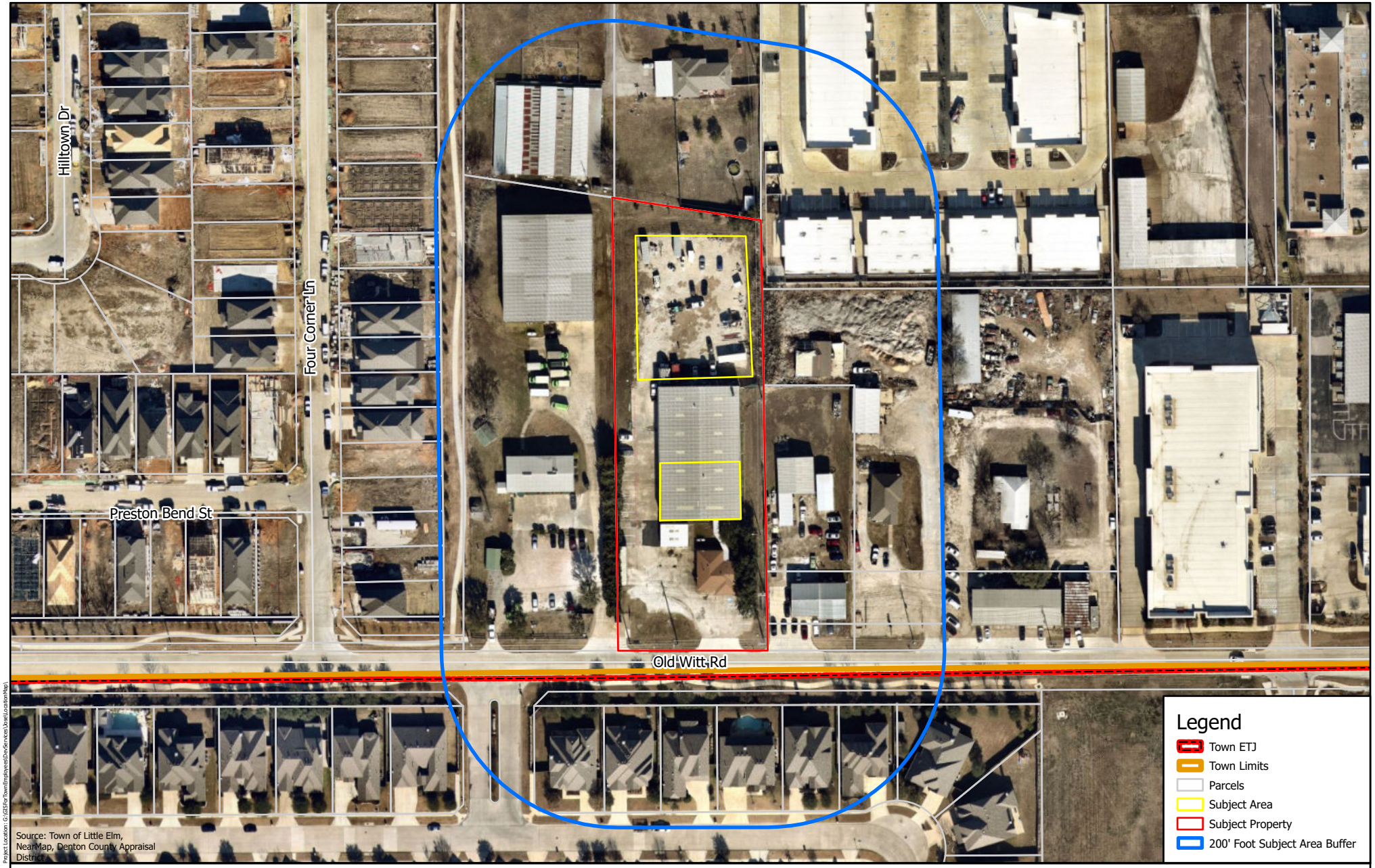
Planning and Zoning Commission recommends approval of the request with the following conditions:

1. Applicant shall not park more than 13 fleet vehicles on site, and all fleet vehicles shall only park within the screened gated area as shown on the site plan.
2. Prior to obtaining a Certificate of Occupancy, applicant shall complete the proposed parking improvements.
3. Prior to obtaining a Certificate of Occupancy, applicant shall provide professionally drawn landscape/irrigation plans showing perimeter shrubs and ornamental trees, along the entirety of Witt Road frontage, and an above grade planter with living shrubs to screen the parking area on the west side of the front building, all in accordance with the Town's landscape requirements. All planting must be completed by the end of calendar year 2022.

Attachments

Location Map

Ordinance No. 1668

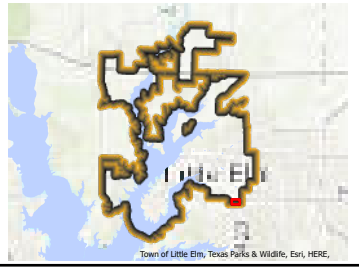


SUP 1927 Old Witt Rd

0 0.01 0.03 0.06 Miles

N

Town of Little Elm
Denton County, Tx
Date: 5/20/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1668

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A BUSINESS SERVICE (PEST CONTROL) USE, ON PROPERTY LOCATED AT 1927 OLD WITT ROAD, SUITE 200; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a business service use while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for a business service – pest control use has been submitted by Alan Weiss, Witt Properties LLP, on behalf of Massey Services Inc., on property located at 1927 Old Witt Road, Suite 200; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested planned development amendment described herein; and

WHEREAS, at its regular meeting held on June 2, 2022 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a business service use within Suite 200 of the subject property, totaling 6,700 square-feet (Case No. SUP-22-02594); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a business service use on the property located at 1927 Old Witt Road, Suite 200, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a business service – pest control shall be limited to that particular area designated on the approved site plan, as encompassing a total area not to exceed 6,700 square feet

3. Applicant shall not park more than 13 fleet vehicles on site, and all fleet vehicles shall only park within the screened gated area as shown on the site plan.

4. Prior to obtaining a Certificate of Occupancy, applicant shall complete the proposed parking improvements.

5. Prior to obtaining a Certificate of Occupancy, applicant shall provide professionally drawn landscape/irrigation plans showing perimeter shrubs and ornamental trees, along the entirety of Witt Road frontage, and an above grade planter with living shrubs to screen the parking area on the west side of the front building, all in accordance with the Town's landscape requirements. All planting must be completed by the end of calendar year 2022.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those

ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

WITT PROPERTIES, LLP

1927 Old Witt Rd. Suite 100
Frisco, TX 75034
April 27, 2022

Owners Statement of Intent

This shall serve as the property owner's Statement Of Intend as it relates to the Master Plan for the subject property located at 1927 Old Witt Road.

1. General Use: Light Commercial Tenants to inhabit Suite's 100,200 and 300.
2. Suite 100 is visible from the street and only used as office space and/or consumer show rooms. Parking shall be consumer vehicles parked in the lot in front of the perimeter fencing and screened gate separating Suite 100 from Suite 200 and 300.
3. Suite 200 is currently reserved for Massey Pest Control which is a "Service Company". Massey Services is a residential and commercial pest control with a fleet of decaled light duty trucks. Their vehicles will be in the parking spaces on the West Side of the property behind the screened and fenced perimeter, outside the view of the public road.
   This service facility will not have any walk in customers and will be limited to the staff use only, thus adding nominal car traffic to Old Witt road.
4. Operating Hours: Light Commercial tenants will be limited to 6:00am to 7:00pm.
5. The Building use is and will remain harmonious and compatible with the adjacent buildings and businesses as it complements the majority of the business currently on the same street including but not limited to :
   - Servpro
   - Frisco Auto Body
   - Royal Automotive
   - Beautiful Backyard Living
   - Authority Automotive
   - Public Storage
   - Caliber Auto Body shop

- Air Repair Pros
- Lexi's Plumbing Frisco
- MTC Contractors

6. With regards to Certificate of Occupancy, both landlord and tenants intent on complying with all applicable codes and ordinances.

It is also our intent to operate this Commercial Property with regard to, and for the peaceful use of neighboring businesses, and more importantly, the neighboring residences.

Thank you,

Alan Weiss
Property Manager
817-681-0011
dksw@gmx.com

NORTH

GRAPHIC SCALE: 1" = 20'

20 0 20 40 60 Feet

LOT 1, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

LOT 2, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

KING ROAD REALTY, LLC
DOC. NO. 2018-83254
D.R.D.C.T.

1/2" REBAR (C.M.)

1/2" REBAR BEARS S 35°37' E 1.2'

S81°29'01"E 179.18'

N00°49'13"W 371.29'

15' UTILITY & DRAINAGE EASEMENT CAB. N, PG. 375, P.R.D.C.T.



LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT

Pedestrian Walkway
Wall
12' Rollout gate
Parking Slots
Occupied Space
Site Boarder
Wood Shed
Metal Warehouse

GRAVEL PAVING

REMAINDER OF
PJMPC, LLC
DOC. NO. 2015-35701
D.R.D.C.T.

N02°01'26"W 501.76'

S00°49'13"E 189.39'

13.1' WOOD SHED 16.2' 16.2' 13.1'

53.9' 90.4' 27.9' 1.7'

GUARD RAIL FENCE

Suit 300

6800 + - Sq ft for Body Shop space

200 sq ft Office
6,600 sq ft Product/Equipment Storage

DRAIN

Suit 200

6700 + - Sq ft for Pest Control Company

2,700 sq ft Office
4,000 sq ft Product/Equipment Storage

SUP Area

LOT 4, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

CONCRETE PAVING

REMAINDER OF
W.E. STAHNKE, L.
WAYNE JOHNSON &
JERRY LASTELICK
VOL. 6056, PG. 8
D.R.D.C.T.

CONCRETE RETAINING WALL

S01°10'40"E 284.68'

15' UTILITY & DRAINAGE EASEMENT CAB. N, PG. 375, P.R.D.C.T.

Screened Gate

ONE STORY METAL BUILDING
762 EXTERIOR SQUARE FEET

PROPANE

CONCRETE PAVEMENT

ASPHALT PAVING

96" oepning for parking

suit 100
1927 WITT ROAD
ONE STORY FRAME RESIDENCE
1,765 EXTERIOR SQUARE FEET

91.1'

30' BUILDING LINE

WOOD SHED

GUY

WM

IRS

"X" SET

S89°41'06"W 168.05'

TPED FH GUY WV WV STORM MANHOLE

STORM INLET

CONCRETE CURB & GUTTER (TYP.)

WITT ROAD
70' R.O.W.

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO – BOLLARD	HB – HIGHBANK
EM – ELECTRIC METER	SIGN
HANDICAP	PLM – PIPELINE MARKER
GM – GAS METER	UCS – UNDERGROUND CABLE SIGN
GV – GAS VALVE	CTL – CATHODIC TEST LEAD
FH – FIRE HYDRANT	MW – MONITORING WELL
FDC – FIRE DEPARTMENT CONNECTION	P – PIN FLAG/PAINT MARK
WM – WATER METER	TC – TOP OF CURB
WV – WATER VALVE	G – GUTTER
ICV – IRRIGATION CONTROL VALVE	TG – TOP OF GRATE
– GRATE INLET	FL – FLOW LINE
– GRATE INLET	HB – HIGHBANK
– MANHOLE	SAN – SANITARY SEWER
CO – CLEANOUT	STM – STORM SEWER
TP – TELEPHONE PEDESTAL	CMP – CORRUGATED METAL PIPE
CP – CABLE PEDESTAL	CPP – CORRUGATED PLASTIC PIPE
EB – ELECTRIC BOX	RCP – REINFORCED CONCRETE PIPE
TSB – TRAFFIC SIGNAL BOX	TEL – TELEPHONE
LP – LIGHT POLE	SWBT – SOUTHWESTERN BELL TELEPHONE CO.
TLP – TRAFFIC LIGHT POLE	WTR – WATER
GL – GROUND/SPOT LIGHT	UG – UNDERGROUND
PP – POWER POLE	FND – FOUND
PP/T – POWER POLE W/TRANSFORMER	IP – IRON PIPE
PP/LT – POWER POLE W/LIGHT	IR – IRON ROD
PP/CT – POWER POLE W/CONDUIT	NO. – NUMBER
MP – METER POLE	PG. – PAGE
SP – SERVICE POLE	R.O.W. – RIGHT-OF-WAY
GAC – GUY ANCHOR	SQ. FT. – SQUARE FEET
P – OVERHEAD POWER LINE	VOL. – VOLUME
– BARBED WIRE FENCE	F.C. – FILM CODE
– WROUGHT IRON FENCE	B.L. – BUILDING LINE
– WOOD FENCE	U.E. – UTILITY EASEMENT
– CHAINLINK FENCE	– TREE/SHRUB
GP – GATE POST	
(P) – PER PLANS	
APPROX. – APPROXIMATE	

PROPERTY DESCRIPTION:

BEING ALL OF LOT 3, BLOCK A, OF KINGS ROAD ESTATES, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 375 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

TITLE COMMITMENT NOTES

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, G.F. NUMBER CHID1999-8000362001079, EFFECTIVE DATE SEPTEMBER 28, 2020. THIS COMMITMENT WAS RELIED UPON FOR ENCUMBRANCE RESEARCH, AND THE SURVEYOR HAS PERFORMED NO INDEPENDENT TITLE SEARCH. THEREFORE, EASEMENTS, AGREEMENTS, OR OTHER DOCUMENTS, EITHER RECORDED, OR UNRECORDED MAY EXIST THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY. THE FOLLOWING EXCEPTIONS FROM SCHEDULE "B" WERE ADDRESSED AS FOLLOWS:

10G. A 30' BUILDING SETBACK LINE, AS DISCLOSED BY PLAT RECORDED IN CABINET N, SLIDE 375, PLAT RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.

10H. 15' UTILITY EASEMENT AND DRAINAGE EASEMENT RECORDED IN CABINET N, SLIDE 375, PLAT RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.

10I. THE EASEMENT AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 772, PAGE 121, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT PROPERTY.

10J. THE EASEMENT AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 710, PAGE 846, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT PROPERTY

SURVEYOR'S CERTIFICATE

CERTIFY TO: ALAN WEISS; OLD WITT ENTERPRISES, INC.; CHICAGO TITLE INSURANCE COMPANY; AND CHICAGO TITLE OF TEXAS, LLC:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE, THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON. 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.

MARK N. PEEPLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6443
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · MARK N. PEEPLES · 6443 · PROFESSIONAL LAND SURVEYOR

REVISIONS

DATE	REASON	BY
10/20/20	ADDED TITLE INFO.	E.R.

WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

LAND TITLE SURVEY OF
LOT 3, BLOCK A, KINGS ROAD ESTATES
SITUATED IN THE
H. KENDALL SURVEY, ABSTRACT NO. 713 & THE
M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 919
DENTON COUNTY, TEXAS

COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT OR TRANSACTION FOR WHICH IT WAS PREPARED. REUSE, COPYING OR MODIFICATION OF THIS DOCUMENT WHETHER IN HARD COPY OR ELECTRONIC FORMAT OTHER THAN FOR THE SPECIFIC PURPOSE INTENDED, WITHOUT WRITTEN PERMISSION FROM WINDROSE LAND SERVICES IS A VIOLATION OF FEDERAL COPYRIGHT LAW.

FIELDED BY: BLG	CHECKED BY: MNP	JOB NO. D56363-112986	
DRAWN BY: ER	DATE: 10/12/2020	SHEET NO. 1 OF 1	

V:\WRO SITE NOS\D56363 - 1927 WITT ROAD - FRISCO\DRAWINGS\D56363 - 1927 WITT RD - UTILE ELM.DWG - ERODRIGUEZ - 10/20/20

SITE DATA SUMMARY CHART by phase and in total to include the following items:		
Site Data Summary	*Existing*	*Proposed*
Existing Zoning	LC	LC
Land Use Designation	LC	LC
Gross Acreage	1.93 Ac	1.93 Ac
Net Acreage	1.93 ac	1.93 ac
Number of Proposed Lots	1	1
Percentage of Site Coverage	19.2%	19.2%
Area of Open Space	67759 sf	67759 sf
Percentage of Open Space	80.8%	80.8%
Percentage of Landscape	17%	17%
Area of Impervious Coverage	38997 sf	38997 sf
Percentage of Impervious Coverage	46.5%	46.5%
Proposed Building Area *(square footage footprint)*	16098 sf	16098 sf
Number of Single-Story Buildings	3	3
Number of Two-Story Buildings	0	0
Maximum Building Height	20'	20'
Proposed Floor Area	16098sf	16098 sf
Proposed Floor Area by Use	*	**
Required Parking	27	27
Provided Parking	27	27
Standard	26	26
Handicap	1	1
Total	27	27
Inventory Parking	0	0
Infrastructure for Electric Charging Kiosks	0	0
Required Loading Spaces	0	0
Provided Loading Spaces	0	0
Area of Outside Storage	1	1
Percentage of Outside Storage	0.25%	0.25%
Start of Construction *Month/Year*	n/a	n/a

Certification of Submitted Information

I hereby certify that the above stated information is included with the accompanying submission materials. Further, I have included any required conditions of Site Plan, as listed in Section 106.02.15 and of the Landscape Plan, as listed in Section 106.06.13 of the Zoning Ordinance.

Applicant's Signature

5/9/22
Date

Verification of Detailed Information

I hereby confirm that the above detailed information as required by the checklist is complete and accurate to the best of my knowledge. I understand that proper Town staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me or my firm may delay the proper review of this application.

Applicant's Engineer's Signature

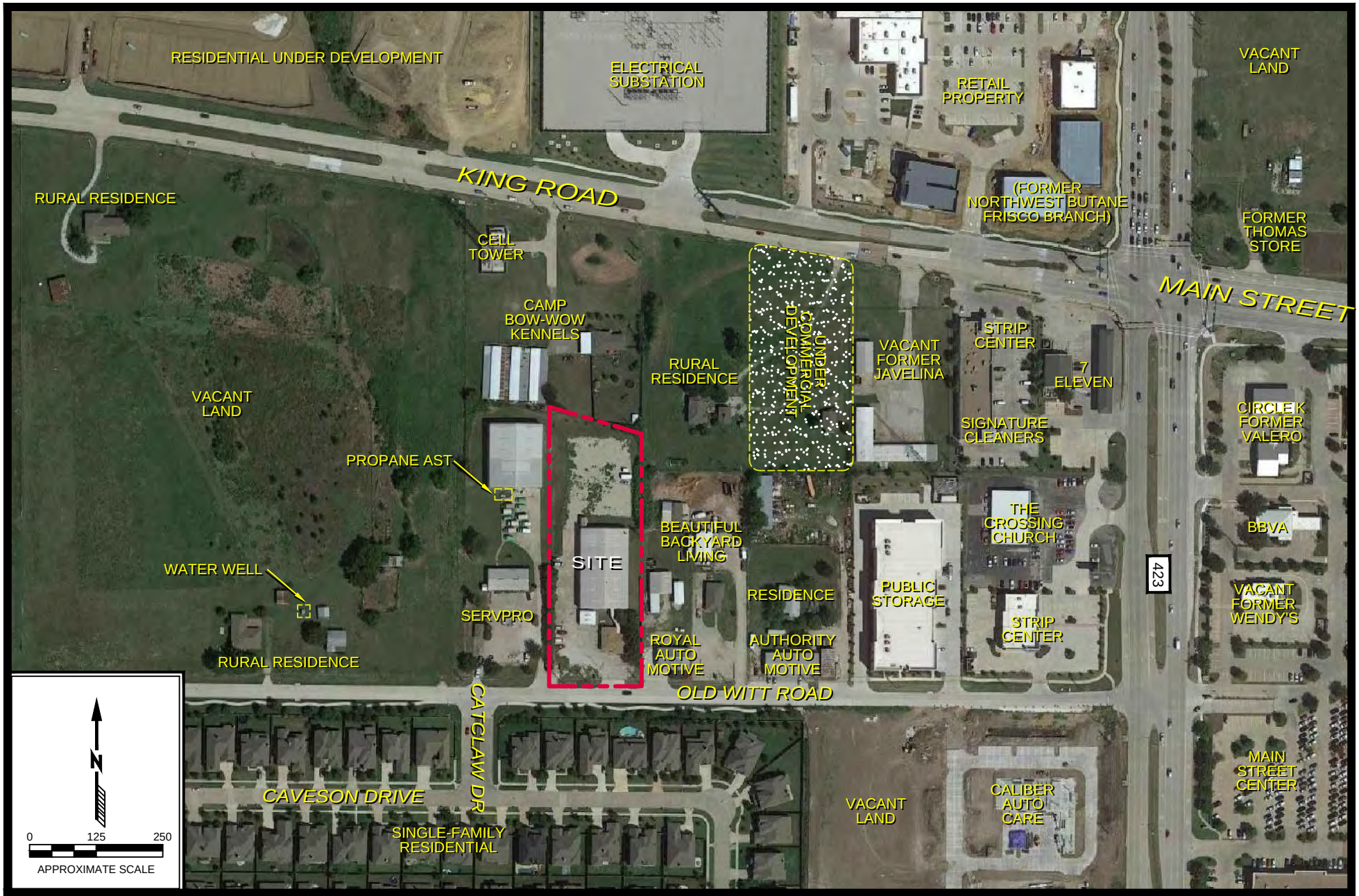
Date

Firm

* 4465 sf Office Area and 11562 sf warehouse area

** 4465 sf Office Area and 11562 sf warehouse area


2D



TERRA • SOLVE
ENVIRONMENTAL CONSULTANTS
P.O. BOX 702522
DALLAS, TX 75370-2522
PHONE (972) 267-1900
FAX (469) 687-8583

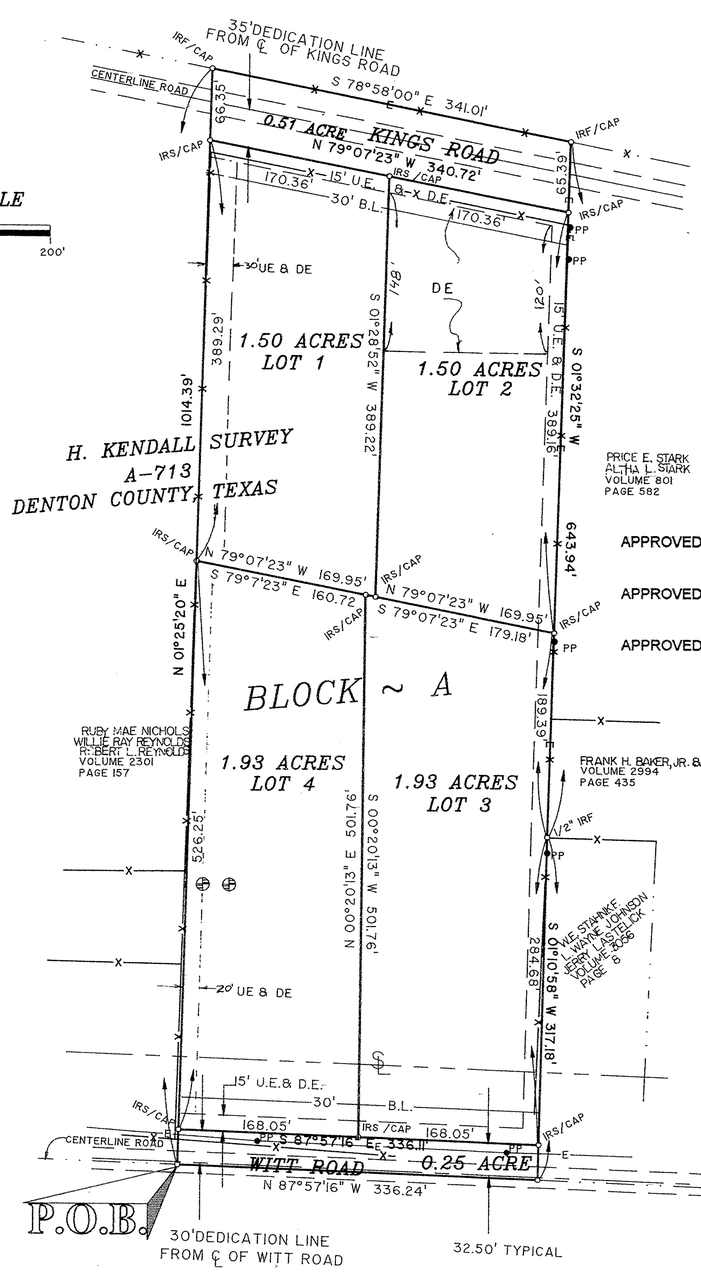
SITE VICINITY MAP

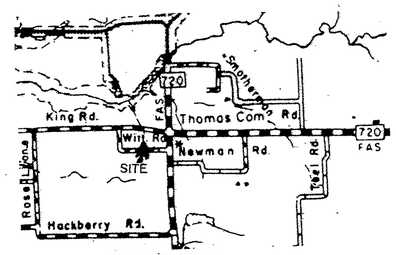
WAREHOUSE PROPERTY
1927 OLD WITT ROAD
LITTLE ELM, DENTON COUNTY, TEXAS

DATE:	SCALE:
OCT 2020	SEE ABOVE
PROJECT NO.:	FIGURE NO.:
20505	1

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK
On Sep 25 1997
At 4:04pm
Doc/Num = 97-R0067361
Doc/Type = PLA
Recording# = 20.00
Doc/Pwmt = 6.00
Receipt # = 31151
Deputy - BRANDIE

1" = 100'
GRAPHIC SCALE
0 50' 100' 200'





VICINITY MAP
N.T.S.

LEGEND
⊕ = PERC TEST HOLE
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
IRS/CAP = IRON ROD SET WITH CAP
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
--///-- = WOOD FENCE
--O-- = CHAINLINK FENCE
--X-- = WIRE FENCE
PP = POWER POLE
℄ = SURVEY LINE
( ) = PLAT OR DEED CALLS
--E-- = OVERHEAD ELECTRIC

M.E.P. & P.R.R.
SURVEY A.-919

APPROVED BY: _____ 09/04/97
Chairman of Planning and Zoning for the City of Little Elm — Date

APPROVED BY: _____ 090499
Mayor for the City of Little Elm — Date

APPROVED BY: _____ 090497
City Secretary for the City of Little Elm — Date

DEDICATION

CAB N PG 375

WHEREAS, Mary Louise Williams is the owner of all that certain tract of land situated in the H. Kendall Survey, Abstract 713 and the M.E.P & P.R.R. Co. Survey, Abstract Number 919, Denton County, Texas, and being a resurvey of a called 7.609 acre tract described in the Deed to Mary Louise Williams recorded in Clerk's File # 96-R0035637of the Real Property Records of said County, as occupied on the ground the subject tract being more particularly described as follows:

BEGINNING at the Southwest corner of the tract being described herein at a point for in a road under apparent public use posted as Witt Road and being at Southwest corner of a called 26.501 acre tract of land described in the Deed to First State Bank of Frisco et al recorded in Volume 754, Page 5 of the Deed Records of said County;

THENCE North 01 Degree 25 Minutes 20 Seconds East passing en route at a distance of 20.00 feet a ½" capped iron rod set for witness in the North line of said Witt Road and continuing on said course passing en route at a distance of 933.54 feet a ½" capped iron rod set for witness in the South line of a road under apparent public use posted as Kings Road and continuing on said course for a total distance of 1014.39 feet to a ½" iron rod found for corner in the North line of said Kings Road;

THENCE South 78 Degrees 58 Minutes 00 Seconds East with the North line of said Kings Road a distance of 341.01 feet to a ½" capped iron rod found for corner;

THENCE South 01 Degrees 32 Minutes 25 Seconds West passing en route at a distance of 60.85 feet a ½" capped iron rod set for witness in the South line of Kings Road and continuing on said course for a total distance of 643.94 feet to a ½" iron rod found for corner at the Northwest corner of a called 0.674 acre tract described in the Trustee's Deed recorded in Volume 3056, Page 8 of the Real Property Records of said County;

THENCE South 01 Degree 10 Minutes 58 Seconds West passing en route at a distance of 297.18 feet a ½" iron rod found for witness in the North line of said Witt Road and continuing on said course for a total distance of 317.18 feet to a point for corner in said Witt Road;

THENCE North 87 Degrees 57 Minutes 16 Seconds West a distance of 336.24 feet to the PLACE OF BEGINNING and containing in all 7.609 acres of land more or less.

Now, therefore, know all men by these presents:

That Mary Louise Williams do hereby adopt this Plat designating herein described property as Kings Road Estates, in Denton County, Texas and do hereby dedicate to the public for use forever, the street right-of-way and public easements shown hereon.

By: Mary Louise Williams
Mary Louise Williams

State of Texas)
County of Denton)
Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Mary Louise Williams, known to me to be the person whose name is subscribed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th Day of September 1997
Notary Public, State of Texas
My Commission Expires: 10-12-98

KATHY J. PHILLIPS
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-12-98

Surveyors Certificate
I, John E. Thompson, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the subdivision plat shown hereon accurately represents the described property as determined by a survey made on the ground, under my direction and supervision, and ½ inch iron rods capped "Kern" have been set at all boundary corners, block corners and points of curves along dedicated Right-Of-Way, unless otherwise noted. The monuments or marks set, or found, are sufficient to enable retracement.

STATE OF TEXAS
REGISTERED
J.E. THOMPSON
4857
PROFESSIONAL
LAND SURVEYOR

John E. Thompson
Registered Professional Land Surveyor
Number 4857

OWNER
MARY LOUISE WILLIAMS
P.O. BOX 1559
FRISCO, TEXAS 75034
(972) 335-9114

DENTON COUNTY ELECTRIC
3501 FM 2181
CORINTH, TEXAS 76205
(817) 430-1195

SOUTHWESTERN BELL TELEPHONE
307 N. KENTUCKY
MCKINNEY, TEXAS 76069
(972) 569-4753

COUNTY REQUIRED GENERAL NOTES:

1). Water service to be supplied by private water wells.
2). All Lots for residential use.
3). Sanitary sewer to be provided by private facilities as approved by the Denton County Health Department.
4). Electric service to be provided from Denton County Electric.
5).Telephone to be provided by Southwestern Bell Telephone.
6). No Deed restrictions to be imposed by this Plat.
7). The maintenance of paving, grading and drainage improvements and/or easements shown on this Plat are the responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by the County of Denton.
8). All boundary and lot line descriptions close to an accuracy of one in ten thousand.
9). FLOOD STATEMENT: I have examined the F.E.M.A. Flood Insurance Rate Map for Denton County, Texas Community Number 480774, effective date June 2, 1994 and the said map indicates that the property shown hereon is in Zone C which is def...ed as "Areas of minimal flooding as shown on Panel 0150 D of said map.

COMMISSIONER'S COURT OF DENTON COUNTY
TEXAS

APPROVED BY _____ DATE 9/23/97
DENTON COUNTY JUDGE

APPROVED BY _____ DATE 9/11/97
DIRECTOR OF COUNTY PLANNING

DRAWN BY: MA
CHECKED BY: JET
SCALE 1" = 100'
DATE DRAWN 1-20-97
REVISION:
09-02-97

FINAL PLAT
KINGS ROAD ESTATES
LOTS 1-4, BLOCK A
BEING 7.609 ACRES IN THE
H. KENDALL SURVEY, ABSTRACT No. 713
and the M.E.P. & P.R.R. Co. SURVEY, ABSTRACT No. 919
DENTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
J.E. THOMPSON
4857
PROFESSIONAL
LAND SURVEYOR

KERN SURVEYING INC.
P.O. BOX 507
KRUM, TEXAS 76249
(817) 482-6723
JOB No. 96206FP

NORTH

GRAPHIC SCALE: 1" = 20'

20 0 20 40 60 Feet

LOT 1, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

LOT 2, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

1/2" REBAR (C.M.)

N00°49'13"W 371.29'

15' UTILITY & DRAINAGE EASEMENT
CAB. N, PG. 375, P.R.D.C.T.

KING ROAD REALTY, LLC
DOC. NO. 2018-83254
D.R.D.C.T.

1/2" REBAR BEARS S 35°37' E 1.2'

S81°29'01"E 179.18'

1/2" REBAR (C.M.)

80.47'

1/2" REBAR (C.M.)

S00°49'13"E 189.39'

108.92'

REMAINDER OF
PJMPC, LLC
DOC. NO. 2015-35701
D.R.D.C.T.

GRAVEL PAVING

13.1' WOOD SHED 16.2' 16.2' 13.1'

53.9' 90.4' 27.9'

GUARD RAIL FENCE

N02°01'26"W 501.76'

LOT 4, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

1.93 ACRES
(83,857 SQ.FT.)

OLD WITT ENTERPRISES, INC.
DOC. NO. 2016-97195
D.R.D.C.T.

LOT 3, BLOCK A
KINGS ROAD ESTATES
CAB. N, PG. 375
P.R.D.C.T.

150.3' 150.1'

DRAIN

CONCRETE PAVING

ONE STORY METAL BARN
13,571 EXTERIOR
SQUARE FEET

CONCRETE RETAINING WALL

REMAINDER OF
W.E. STAHNKE, L.
WAYNE JOHNSON &
JERRY LASTELICK
VOL. 6056, PG. 8
D.R.D.C.T.

S01°10'40"E 284.68'

50.4' 90.3' 29.3'

30.3' 25.2' ONE STORY METAL BUILDING 762 EXTERIOR SQUARE FEET 25.2' 30.2'

PROPANE

CONCRETE PAVEMENT

15' UTILITY & DRAINAGE EASEMENT
CAB. N, PG. 375, P.R.D.C.T.

49.6'

ASPHALT PAVING

25.0' 12.0' 25.4' 25.8'

1927 WITT ROAD
ONE STORY
FRAME RESIDENCE
1,765 EXTERIOR
SQUARE FEET

40.3' 24.3'

9.5' 25.6' 91.1' 5.0' 15.3' 9.0'

5.6' 7.9' 7.9' 5.7'

WOOD SHED

30' BUILDING LINE

50.5'

CONCRETE PAVEMENT

15' UTILITY & DRAINAGE EASEMENT
CAB. N, PG. 375, P.R.D.C.T.

"X" SET

S89°41'06"W 168.05'

IRS

WM

GUY

TPED

FH

WV

STORM MANHOLE

STORM INLET

CONCRETE CURB & GUTTER (TYP.)

MB

WITT ROAD
70' R.O.W.

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO – BOLLARD	HIGHBANK
EM – ELECTRIC METER	SIGN
HANDICAP	PLM – PIPELINE MARKER
GM – GAS METER	UCS – UNDERGROUND CABLE SIGN
GV – GAS VALVE	CTL – CATHODIC TEST LEAD
FH – FIRE HYDRANT	MW – MONITORING WELL
FDC – FIRE DEPARTMENT CONNECTION	PIN FLAG/PAINT MARK
WM – WATER METER	TC – TOP OF CURB
WV – WATER VALVE	G – GUTTER
ICV – IRRIGATION CONTROL VALVE	TG – TOP OF GRATE
GRATE INLET	FL – FLOW LINE
GRATE INLET	HB – HIGHBANK
MANHOLE	SAN – SANITARY SEWER
CO – CLEANOUT	STM – STORM SEWER
TP – TELEPHONE PEDESTAL	CMP – CORRUGATED METAL PIPE
CP – CABLE PEDESTAL	CPP – CORRUGATED PLASTIC PIPE
EB – ELECTRIC BOX	RCP – REINFORCED CONCRETE PIPE
TSB – TRAFFIC SIGNAL BOX	TEL – TELEPHONE
LP – LIGHT POLE	SWBT – SOUTHWESTERN BELL TELEPHONE CO.
TLP – TRAFFIC LIGHT POLE	WTR – WATER
GL – GROUND/SPOT LIGHT	UG – UNDERGROUND
PP – POWER POLE	FND – FOUND
PP/T – POWER POLE W/TRANSFORMER	IP – IRON PIPE
PP/LT – POWER POLE W/LIGHT	IR – IRON ROD
PP/CT – POWER POLE W/CONDUIT	NO. – NUMBER
MP – METER POLE	PG. – PAGE
SP – SERVICE POLE	R.O.W. – RIGHT-OF-WAY
GA – GUY ANCHOR	SQ. FT. – SQUARE FEET
P – OVERHEAD POWER LINE	VOL. – VOLUME
BARBED WIRE FENCE	F.C. – FILM CODE
WROUGHT IRON FENCE	B.L. – BUILDING LINE
WOOD FENCE	U.E. – UTILITY EASEMENT
CHAINLINK FENCE	TREE/SHRUB
GP – GATE POST	
(P) – PER PLANS	
APPROX. – APPROXIMATE	

LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "WINDROSE" SET
- C.M. CONTROLLING MONUMENT

PROPERTY DESCRIPTION:

BEING ALL OF LOT 3, BLOCK A, OF KINGS ROAD ESTATES, AN ADDITION TO DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 375 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

TITLE COMMITMENT NOTES

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, G.F. NUMBER CHID1999-8000362001079, EFFECTIVE DATE SEPTEMBER 28, 2020. THIS COMMITMENT WAS RELIED UPON FOR ENCUMBRANCE RESEARCH, AND THE SURVEYOR HAS PERFORMED NO INDEPENDENT TITLE SEARCH. THEREFORE, EASEMENTS, AGREEMENTS, OR OTHER DOCUMENTS, EITHER RECORDED, OR UNRECORDED MAY EXIST THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY. THE FOLLOWING EXCEPTIONS FROM SCHEDULE "B" WERE ADDRESSED AS FOLLOWS:

10G. A 30' BUILDING SETBACK LINE, AS DISCLOSED BY PLAT RECORDED IN CABINET N, SLIDE 375, PLAT RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.

10H. 15' UTILITY EASEMENT AND DRAINAGE EASEMENT RECORDED IN CABINET N, SLIDE 375, PLAT RECORDS, DENTON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.

10I. THE EASEMENT AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 772, PAGE 121, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT PROPERTY.

10J. THE EASEMENT AND RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 710, PAGE 846, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT PROPERTY

SURVEYOR'S CERTIFICATE

CERTIFY TO: ALAN WEISS; OLD WITT ENTERPRISES, INC.; CHICAGO TITLE INSURANCE COMPANY; AND CHICAGO TITLE OF TEXAS, LLC:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE, THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON. 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.

MARK N. PEEPLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6443
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · MARK N. PEEPLES · 6443 · PROFESSIONAL LAND SURVEYOR

REVISIONS		
DATE	REASON	BY
10/20/20	ADDED TITLE INFO.	E.R.

WINDROSE
LAND SURVEYING | PLATTING
220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

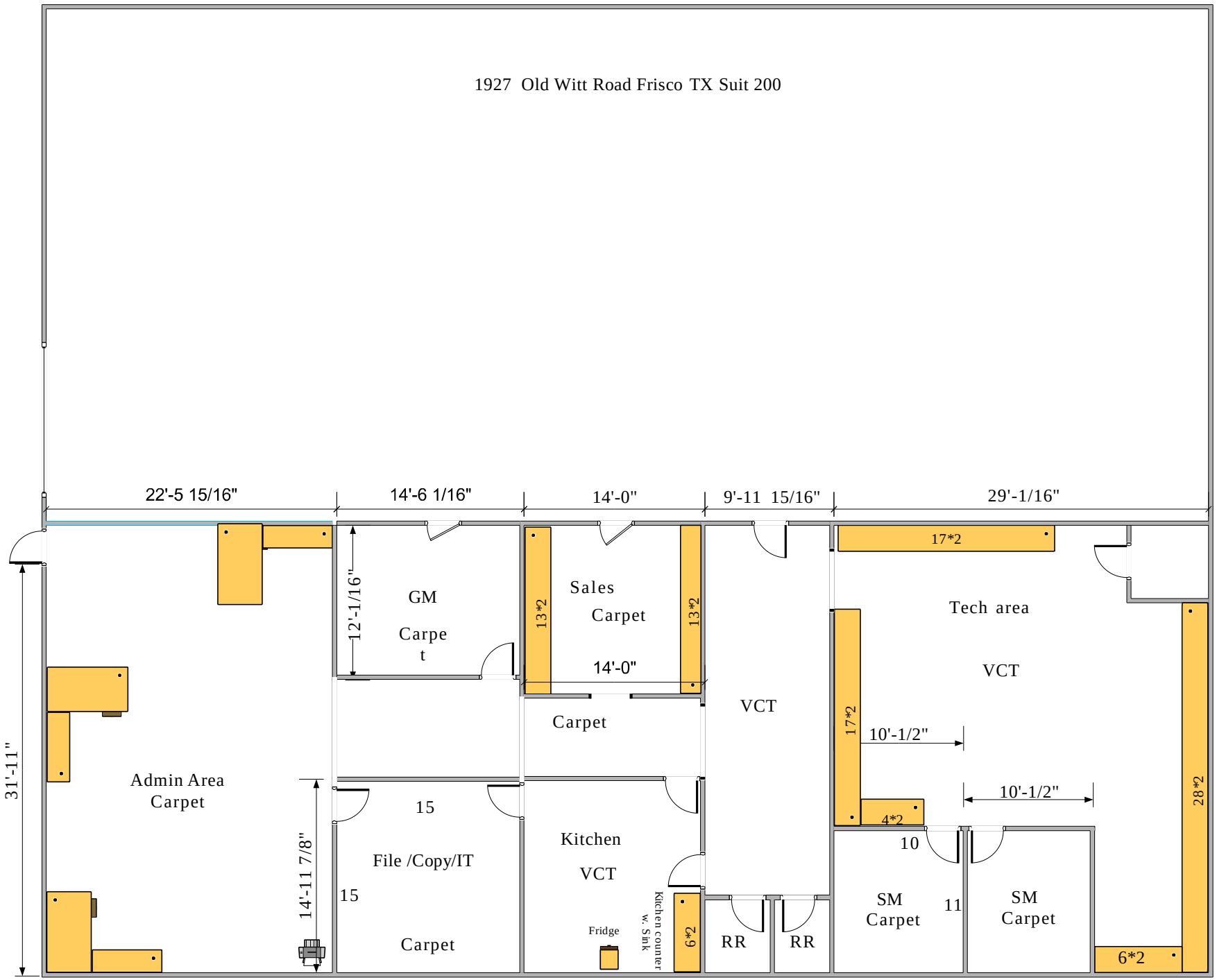
LAND TITLE SURVEY OF LOT 3, BLOCK A, KINGS ROAD ESTATES SITUATED IN THE H. KENDALL SURVEY, ABSTRACT NO. 713 & THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 919 DENTON COUNTY, TEXAS

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FIELDED BY: BLG	CHECKED BY: MNP	JOB NO. D56363-112986
DRAWN BY: ER	DATE: 10/12/2020	SHEET NO. 1 OF 1

V:\WRD SITE NOS\D56363 - 1927 WITT ROAD - FRISCO\DRAWINGS\D56363 - 1927 WITT RD - LITTLE ELM.DWG - ERODRIGUEZ - 10/20/20

1927 Old Witt Road Frisco TX Suit 200



4,000 sq ft

Product and Equipment Storage

2,700 sq ft

Office



Proposed paving edge improvements, parking lot improvements, and landscape improvements (screening shrubs and ornamental trees per Sec. 106.06.18 - Commercial landscape requirements.)

Date:	07/19/2022
Agenda Item #:	5. E.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1669 Regarding a Request for a Specific Use Permit (SUP) for a Bar/Brewpub Use, Located at 850 W. Eldorado Parkway, Suite 700, Currently Zoned Light Commercial (LC), in Order to Allow for the Sale and Consumption of Alcoholic Beverages for On-premise Consumption Only.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1669:

DESCRIPTION:

Location.
Located at 850 W. Eldorado Parkway, Suite 700, on the south side of Eldorado Parkway, approximately 500 feet southwest of Lobo Lane, within Little Elm town limits.

Background.
Subject property is currently zoned Light Commercial (LC) and has an existing Specific Use Permit (SUP), through Ordinance No. 1240, for the allowance of an auto leasing use. The subject property consists of one commercial building but is part of a larger multi-building multi-tenant shopping center with a mix of retail, office, auto, and restaurant tenants. The proposed establishment would occupy the currently vacant 1,504 square-foot Suite 700 as well as include a 355 square-foot outdoor patio. This suite was previously used by "Craft House" which was a similar use and also had an outdoor bar area.

A "Bar" or "Brewpub" is defined as "An establishment principally for the sale and consumption of alcoholic beverages on the premises that derives 75 percent or more of its gross revenue on a quarterly (three-month) basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, for on-premises consumption." - 106.05.02.2 (e) Chapter 106 stipulates that, among other requirements, a bar requires a Specific Use Permit (SUP) be issued for

the bar to legally operate.

Chapter 106 of the Little Elm Code of Ordinances allows liquor store uses to locate within the Light Commercial (LC) district, through a Specific Use Permit (SUP). The purpose of the SUP requirement is to allow the Town to determine the situational suitability and appropriateness of each particular proposal. This allows review of the proposed operation any potential nuisances, as well as possible mitigation efforts, on a case by case basis. Thus, the Administration has broad discretionary approval of the requested SUP.

Proposal.
The applicant is requesting approval of a bar as an allowed use on the subject property within Suite 700, for the purposes of beer and wine sales for on-premise consumption only. The applicant has provided a letter of intent describing an upscale and friendly environment, as well as sample of interior atmosphere that they are intending to provide in this location. The submitted floor plan shows a total SUP area of 1,859 square feet, with an interior bar area and table and counter seating, and outdoor patio with table and counter seating.

Parking.
The proposed use is required to be parked at a ratio of one parking space per 100 square feet of indoor floor area. Only outdoor patios over 500 sq. ft. need to be calculated as part of the parking requirements, this patio is only 355 sq. ft. This suite would require 15 parking spaces. The existing site was developed with a 17,447 square-foot multi-tenant commercial building, which requires a total of 75 parking spaces at full tenant occupancy. The site provides a total of 75 parking spaces which meets parking requirements.

Development Standards.
This site was developed through an approved Concept Plan and since the applicant is not making any exterior changes or site improvements in order to accommodate the proposed use, no additional site requirements were reviewed at this time.

Comprehensive Plan.
The Future Land Use Plan (FLUP) designates the subject property with a retail/commercial land use category, which is appropriate for the proposed establishment. Therefore, the requested SUP, if approved, would not be in conflict with the Town's vision for this area.

Recommendation to the Commission.
The purpose of an SUP is to add or modify specific land use rights to those already granted within a zoning district. Section 106.02.17 provides that each request considers the intensity of the proposed use within the context of the proposed location based on compatibility and suitability, and in evaluating the compatibility of the proposed use within the existing area context, "the town council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions."

Staff recommended the Planning and Zoning Commission evaluate the proposed SUP request based on the presented information, in accordance with Section 106.02.17, and make a recommendation accordingly. Additionally, given the purpose of a Specific Use Permit and stipulations for a "Bar" use in chapter 106, Staff recommended the following conditions be required with SUP approval:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with

a copy of its state permit to operate as a bar, brewpub, or similar use.
2. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

Commission Findings.
At their regular meeting on June 2, 2022, the Planning and Zoning Commission made a recommendation to approve the request with the above conditions, with seven in favor and zero against.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends approval of the request subject to the following conditions:

1. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.
2. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

Attachments

Location Map

Ordinance No. 1669



Project Location: G:\GIS\For Town Employees\DevServices\Joel\LocationMap\

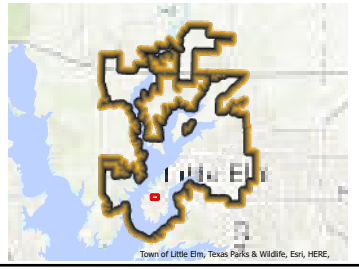
LITTLE ELM

SUP 850 W. Eldorado Parkway Suite 700

0 0.01 0.03 0.05 Miles

N

Town of Little Elm
Denton County, Tx
Date: 5/19/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1669

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A BAR/BREWPUB USE, ON PROPERTY LOCATED AT 850 W. ELDORADO PARKWAY, SUITE 700; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a liquor store use while it is zoned Light Commercial (LC); and

WHEREAS, a request for a Specific Use Permit for a bar/brewpub use has been submitted by David Myers & Oliver Serrano, Almost Home Tap House LLC, on property located at 850 W. Eldorado Parkway, Suite 700; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested planned development amendment described herein; and

WHEREAS, at its regular meeting held on June 2, 2022 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a bar/brewpub use within Suite 700 of the subject property, with 1,504 square feet of indoor area and 355 square feet of outdoor patio area, totaling 1,859 square-feet (Case No. SUP-22-02678); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a bar/brewpub on the property located at 850 W. Eldorado Parkway, Suite 700, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a bar/brewpub shall be limited to that particular area designated on the approved site plan, as encompassing a total area not to exceed 1,859 square-feet; 1,504 square feet of indoor area and 355 square feet of outdoor patio area,

3. Prior to issuance of a certificate of occupancy, the business owner shall provide the town with a copy of its state permit to operate as a bar, brewpub, or similar use.

4. All alcohol-related activities must meet all standards found in Chapter 10, Alcoholic Beverages, of the Little Elm Code of Ordinances.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

David Myers & Oliver Serrano

Almost Home Taphouse
850 W. Eldorado Parkway, Suite 700
Little Elm, TX 75068
(504) 458-4317
almosthometaphouse@gmail.com

14th April 2022

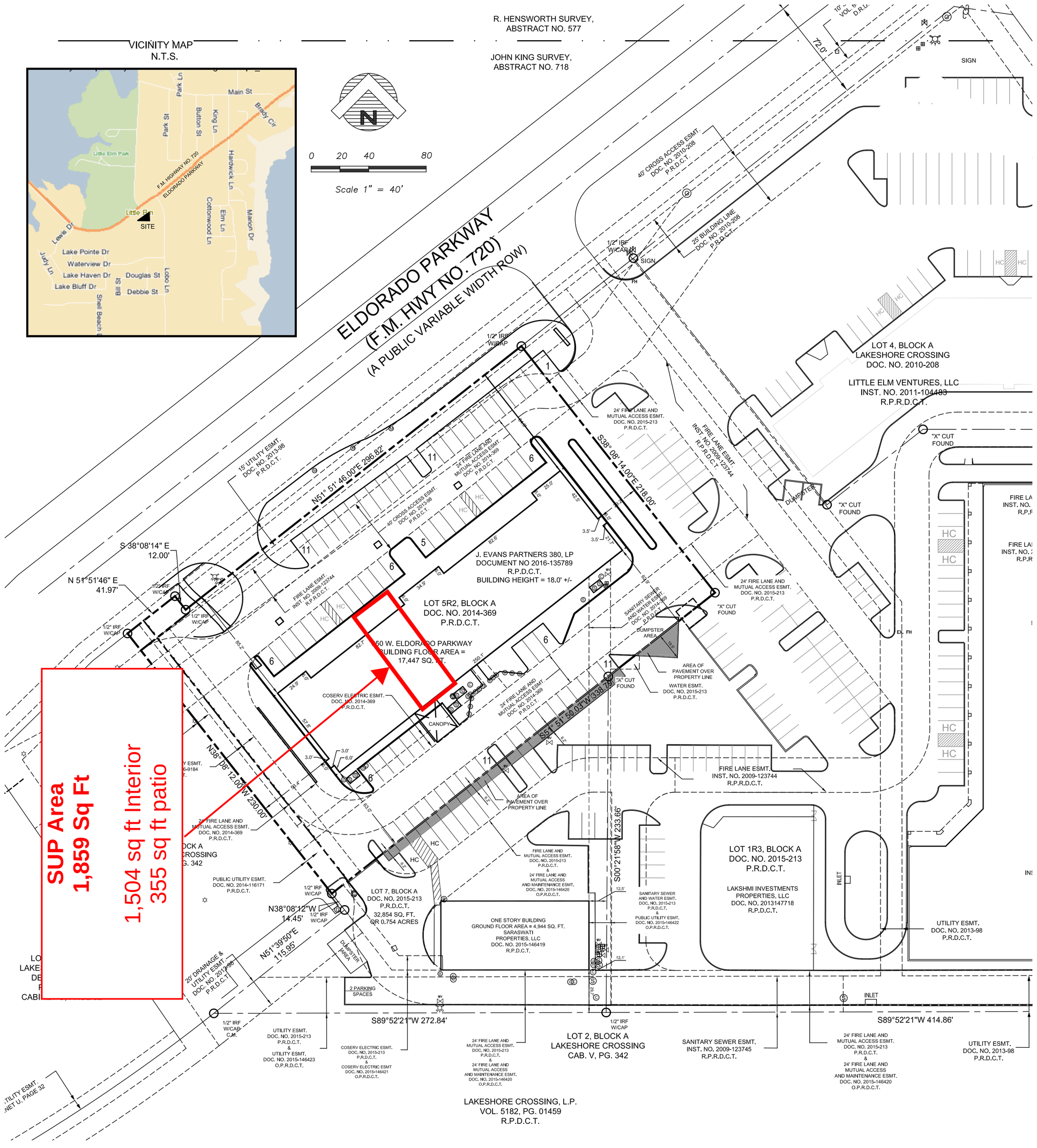
To Whom May Concern,

Thank you for your consideration of our new business endeavor, Almost Home Taphouse. Our intention for this space is to reopen a craft beer and wine haven to serve the Little Elm Community. The scope of business will be similar to the prior tenant, Little Elm Crafthouse. Our mission is to be DFW's most loved craft beer haven in order to serve patrons better than anyone else with ridiculously delicious craft beer and local wine in an authentic, fun, and friendly environment that makes them feel like they are "almost home."

Thank you again for this opportunity to join the Little Elm business community.

Sincerely,

David Myers & Oliver Serrano



ZONING: SITE REQUIREMENTS

Zoned - "LC" Light Commercial District

Maximum Height per zoning - **60 feet**
Building Height - 18' +/- plate to plate

Setbacks:
Front: **20 Feet minimum / 100 Feet maximum**
Side: **No minimum**
Rear: **No minimum**

Lot Size
Minimum Lot Size - **1 acre**
Actual - 74,360 sq. ft. or 1.707 acres

Minimum Lot width:
50 Feet
Actual Lot Width - 338.79'

Minimum Lot depth:
No requirement noted.
Actual Lot depth - 218.00'

Coverage:
Maximum lot coverage:
No requirement noted.
Actual coverage - 23.4%

Floor Area Ratio:
Maximum floor area ratio
No requirement noted.
Actual coverage - 23.4%

Parking Requirements

Parking formula:
Retail or personal service 1 space per 200 Square Feet of floor area

Required parking spaces:
88 spaces (based on 17,447 sq. ft.) with 15% reduction as noted on attached site plan, for a total of 75 spaces required

Total Parking Spaces Required:
75 Total Parking Spaces
Total Parking Spaces Existing:
75 Total Parking Spaces including 4 handicap spaces

This is to certify that I have, this date, made an on the ground survey of the property located on 850 W Eldorado Parkway in the Town of Little Elm, Texas described as follows:

STATE OF TEXAS
COUNTY OF DENTON

TRACT 1:
BEING Lot 5R2, Block A, LAKESHORE CROSSING, an Addition to the Town of Little Elm, Denton County, Texas, according to the Amending Plat thereof recorded in Document No. 2014-369, of the Real Property Records of Denton County, Texas.

TRACT 2:
Non-Exclusive Easement Estate as created in Access Easement and Restriction Agreement by and between Lakeside Crossing, LLC, a Texas limited liability company and Ralph L. Mason, Trustee of the Ralph L. Mason Revocable Trust, dated 05/17/2001, filed 05/18/2001, recorded in Volume 4840, Page 1666, Real Property Records, Denton County, Texas. As affected by Amendment to Easement filed 07/26/2002, recorded in Volume 5136, Page 1210, Real Property Records, Denton County, Texas; as affected by Agreement filed 01/13/2005, recorded in cc#2005-5683, Real Property Records, Denton County, Texas.

(a) the property shown on the survey is the same as that referenced in the title commitment described in GF No. 19-457159 of Capital Title of Texas, LLC, as agent for Fidelity National Title Insurance Company.
(b) except as set forth below, there are (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets, or alleys by any improvements on the subject property; (iii) party walls; or (iv) conflicts or protrusions. The are no exceptions to the above statements:

1. Concrete parking are over south property line as shown on survey.
2. Dumpster are over south property. line a shown on survey.

(c) on the date of the field survey, there was no observable evidence of earth moving work, building construction or building additions within recent months.

This survey was performed in connection with the transaction described in GF No. 19-457159 of Capital Title of Texas, LLC, as agent for Fidelity National Title Insurance Company. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

c. Subject to Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)
d. Subject to Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
e. Subject to The terms, provisions, easements, covenants, restrictions as shown in Restrictions recorded in Volume 4840, Page 1666; Volume 5400, Page 5626; Volume 5420, Page 4912; CC# 2010-96023, Real Property Records, Denton County, Texas; when taken with all Amendments and/or Supplements thereto and as noted on Survey prepared by Williiam P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Affects subject property and blanket in nature
f. The following easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in CC# 2014-369, Map or Plat Records, Denton County, Texas and as shown, in full or in part, on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016:
24 foot fire lane and mutual access easement along the southeast, southwest and northwest property line(s). Affects subject property and plotted on survey
Sanitary sewer easement through the southeast property line(s). Affects subject property and plotted on survey.
Water easement through the southeast property line(s). Affects subject property and plotted on survey.
Electric easement along the southwest property line(s). Affects subject property and plotted on survey.
15 foot utility easement along the northwest property line(s). Affects subject property and plotted on survey.
Fire lane easement along the northwest property line(s). Affects subject property and plotted on survey.
40 foot cross access easement along the northwest property line(s). Affects subject property and plotted on survey.
Those matters set out in notes on face of plat. Affects subject property and blanket in nature.
g. Terms and provisions of Agreement by and between OHC/Little Elm, Ltd. and Ralph L. Mason, Trustte of the Ralph L. Mason Revocable Trust dated January 1, 2005, filed January 13, 2005, recorded in CC# 2005-5683, Real Property Records, Denton County, Texas and as noted on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Does not affect subject property.
Easement created in instrument to Ralph L. Mason, Trustte of the Ralph L. Mason Revocable Trust, recorded in Volume 4840, Page 1666, Real Property Records, Denton County, Texas. As affected by Amendment to Easement, dated July 17, 2002, filed July 26, 2002, recorded in Volume 5136, Page 1210, Real Property Records, Denton County, Texas and as noted on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Affects subject property and blanket in nature.
h. Easement created in instrument executed by Lake Shore Crossing, LP to the Town of Little Elm, Denton County, Texas, dated July 29, 2009, filed October 22, 2009, recorded in CC# 2009-123744, Real Property Records, Denton County, Texas and as shown, in full or in part, on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Affects subject property and plotted on survey
i. Easement created in instrument executed by Shakti Properties LLC to Denton County Electric Cooperative, Inc., dated November 6, 2014, filed November 14, 2014, recorded in CC# 2014-116171, Real Property Records, Denton County, Texas and as noted on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Affects subject property and plotted on survey,
j. Easement created in instrument executed by Shakti Properties LLC to the Town of Little Elm, Denton, Texas, dated January 26, 2016, filed January 28, 2016, recorded in CC# 2016-9184, Real Property Records, Denton County, Texas and as noted on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016. Affects subject property and plotted on survey.
k. Subject to Fire hydrants, sanitary sewer manholes, clean outs, water valves, water meters, light poles, storm drain manholes, inlets, parking spaces as shown on Survey prepared by William P. Price, Registered Professional Land Surveyor No. 3047, dated October 11, 2016.

FLOOD CERTIFICATE
As determined by the FEMA Flood Insurance Rate Map for the Town of Little Elm, Denton County, Texas Community Panel No. 48121 and that the map indicates that the property is within Zone "X" (areas determined to be outside of the 500 year flood zone) as shown on Panel 415E of said map.

If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

TO: SCGX-Lake Shore Crossing, LLC, and KeyBank National Association, its successors and assigns, J. Evans Partners 380, L.P., South Coast Commercial, LLC, Capital Title of Texas, LLC - Frisco North, and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 10(a), 11, 13, 16 and 19 of Table A thereof.
The field work was completed on December 12, 2019.

William P. Price
Registered Professional Land Surveyor No. 3047

STATE OF TEXAS
REGISTERED
William P. Price
3047
PROFESSIONAL
LAND SURVEYOR

LAND TITLE SURVEY
OF
1.707 ACRE TRACT
BEING ALL OF
LOT 5R2, BLOCK A
LAKESHORE CROSSING ADDITION
DOCUMENT NO. 2014-369
PLAT RECORDS, DENTON COUNTY, TEXAS
SITUATED IN
JOHN KING SURVEY, ABSTRACT NO. 718
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

TBPS No. 101733-00

SHEET 1 OF 1

LEGEND

GAS METER	FIRE HYDRANT	MONITORING WELL	SIGN
GAS VALVE	WATER METER	TRAFFIC SIGNAL POLE	LIGHT POLE
TELEPHONE PEDESTAL	FUEL PORT	TRAFFIC SIGNAL BOX	TYPICAL FENCE
POWER POLE	WATER VALVE	SWB MAN HOLE	CONCRETE
DOWN GUY	TRANSFORMER PAD	GAS MAN HOLE	
S.S. MAN HOLE	ELECTRIC METER	VAULT	
CLEAN OUT	STORM DRAIN MAN HOLE	TREE	

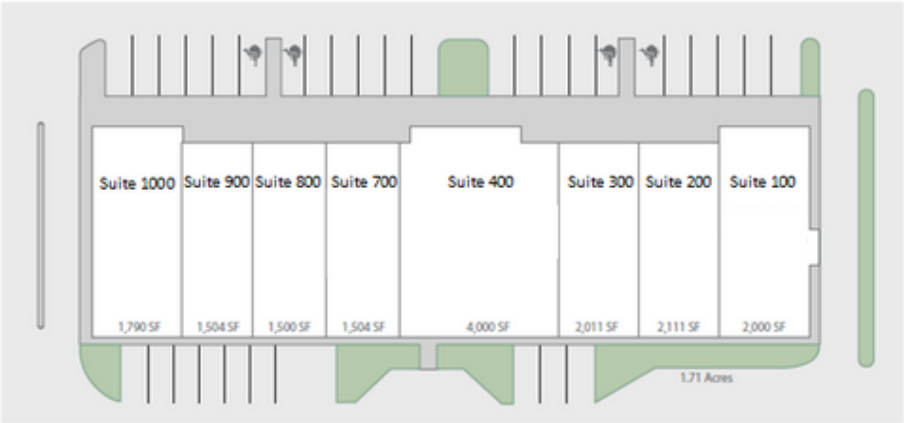
NO.	DATE	REVISION
1.		
2.		
3.		

SURVEY GROUP
SURVEYING * CONSULTING * MANAGEMENT
400 SOUTH INDUSTRIAL BLVD., STE 219
EULESS, TEXAS 76040
(817) 354-1445
(817) 354-1451 FAX

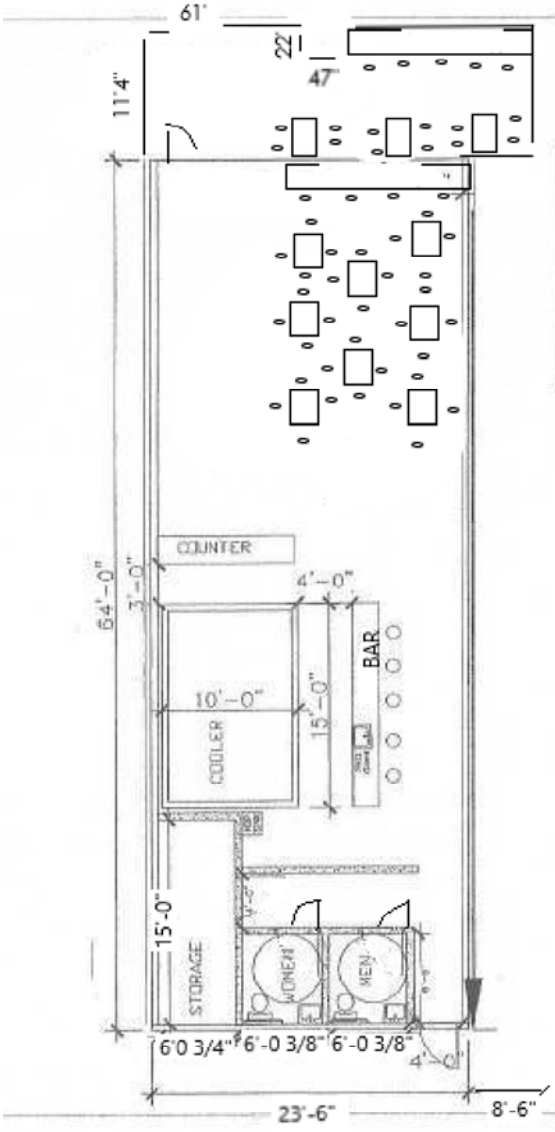
JOB NO.: 13-008 LOT5R2
DATE: December 15, 2019
SCALE: 1" = 40'
DRAWN BY: R.M.

SITE PLAN OF SHOPPING CENTER

The site plan attached hereto is intended only to show the general layout of the Shopping Center or apart thereof. The site plan shall not be deemed to warranty or agreement by Landlord as to the shopping center, the premises, the existence of any particular tenant's or other stores or occupants or any matter shown thereon; and the site plan shows measurements and distances that are approximate and not scaled.



Suite 100 – Jimmy's Big Burgers
Suite 200 – Available
Suite 300 – Maharaja Indian Restaurant
Suite 400 – Available
Suite 700 – Almost Home Tap House
Suite 800 – Enterprise Rent-A-Car
Suite 900 – Margarita Hut
Suite 1000 – Mattress Guys



ALL FURNITURE AND FIXTURE IS PROVIDED BY TENANT AND IS NOT COVERED BY THE SCOPE OF WORK BY CONTRACTOR. THESE ITEMS ARE TO BE INSPECTED DURING TENANT CERTIFICATE OF OCCUMPANCY APPLICATION AS TO THEIR SUITABILITY AND COMPLIANCE TO CITY ORDINANCES. THE LAYOUT SHOWN IS FOR REFERENCE PURPOSES ONLY. NO COUNTER SINK, 3-COMPART SINK, COOLERS, COUNTERS OR MILLWORK PROVIDED BY LANDLORD

Square Footage:
Interior: 1504 sqft
Patio: 355 sqft
Total: 1859 sqft


CRAFT
BEER
ON TAP
GROWLER
FILLS
700
LITTLE ELM
CRAFT
HOUSE


It's
Closing
Time









Date:	07/19/2022
Agenda Item #:	5. F.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1670 Regarding a Request to Rezone Approximately 1.5 Acres of Land, Currently Zoned as Planned Development - Light Commercial (PD-LC) through Ordinance No. 484, Generally Located at 2821 Eldorado Parkway, on the South Side of Eldorado Parkway, within Little Elm's Town Limits, in Order to Establish a New Planned Development District, to Allow a New Commercial Development with Modified Development Standards.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1670:

DESCRIPTION:

Location.
Generally located at 2821 Eldorado Parkway, on the south side of Eldorado Parkway, approximately 550 feet East of FM 423, within Little Elm's town limits

Background.
Subject property is currently zoned Planned Development through Ordinance No. 484, which covers a total of 50 acres intended for low density residential and light commercial uses. Subject property is part of Tract A of the existing PD Concept Plan, which follows requirements of Light Commercial (LC) as the base zoning district. Tract A is currently developed and operating as a large mixed retail and restaurant use multi-tenant shopping center consisting of several lots and buildings. Subject property currently contains a vacant bank building.

Due to limitations of redeveloping an existing site, as well as the intent to subdivide the property into two lots, which would not meet the minimum acreage required for commercial lots, the property owner would need relief from certain requirements of the Zoning Ordinance, and is therefore requesting to rezone the property to a new Planned Development district based on the

Light Commercial (LC) district regulations with modified development standards.

Proposal.
The proposed PD will consist of two separate lots, each containing a one-story quick service restaurant building with a drive-thru component. Lot 1 will encompass .65 acres and contain a 783 square-foot building, and Lot 2 will encompass the remaining .91 acres and contain a 2,858 square-foot building, both with drive-thru facilities in the rear of the site.

The property owner is proposing to meet all of the requirements outlined within the Light Commercial (LC) zoning district, with the following deviations:

- Minimum Lot Size of 0.5 Acres
- Reduction of required landscape buffer along Eldorado Parkway
- Minimum Parking Stall size 9 feet by x18 feet
- Waiver to the requirement to provide curb stops and electric vehicle charging station infrastructure
- Waiver to minimum requirement of 30% glazing on all facades

The following sections outline how the proposed development is deviating from the current standards.

Uses. Restaurant uses with drive-thru facilities are allowed within the Light Commercial (LC) zoning district.

Design Standards. Proposed elevations for Lot 1 show the building to be constructed primarily of brick and stone with less than 30% of EIFS on each facade. The proposed building design provides appropriate vertical articulation, minimal horizontal articulation, is composed of muted earth tones, and utilizes materials, colors, and awnings in order to achieve minimal tripartite design.

Proposed elevations for Lot 2 show the building to be constructed primarily of brick and stone. The proposed building design provides minimal vertical building articulation, minimal horizontal articulation, is composed of muted earth tones, and utilizes the materials, colors, and awnings in order to achieve minimal tripartite design.

Neither of the buildings meet the 30% minimum glazing requirement, therefore the applicant is requesting that the minimum glazing percentages be captured as they appear on the facade plans.

Landscaping. Proposed landscape plans comply with most of the requirements listed in Section 106.06.18 with the exception of the following. Commercial properties require one tree along the internal pedestrian connections every thirty (30) linear feet and a minimum of twenty-five foot landscape buffer along Eldorado Parkway. The buffer along Eldorado Parkway is a pre-existing condition on this site, resulting from the need for a deceleration lane into the shopping center. The applicant is requesting the landscape plans be approved as presented and captured as part of this PD ordinance.

Parking. Light Commercial district requires that restaurant uses be parked at one space per 100 square feet (patios under 500 square feet are exempt from parking requirements). Lot 1 is proposed to have a 783 square-foot restaurant, which requires eight parking spaces and the site provides 12. Lot 2 is proposed to have a 2,858 square-foot restaurant, which requires 29 parking spaces and provides 30. All parking spaces are being proposed at 9 feet wide by 18 feet long, which is consistent with the parking space sizing of the existing shopping center. The proposed plans also

do not provide the required curb stops for all perimeter parking spaces. Therefore, the applicant is requesting the parking dimensions and waiver to curb stop requirements to be approved as part of this PD request.

Fire. The fire department has reviewed and approved the proposed plans.

Dumpster. Since the proposed PD subdivides the property into two individual lots, both lots are required double dumpster areas per site. Both lots provide the required dumpsters, dumpster enclosures, and evergreen screening as required by code.

Comprehensive Plan. The future land use of this area is identified as retail and commercial. The proposed quick service restaurant tenants align with the Town's vision for this area.

Recommendation to the Commission.
Development standards exist in order to ensure quality and longevity of future development. The proposed PD requests several modified development standards in order to work around the challenges, and within the confines, of an existing developed site envelope. This is just one of many redevelopment sites that will continue to arise as the Town continues to grow, therefore it is important to consider the level of flexibility from the Administration as we move forward with these types of requests.

While Staff was in support with most of the reasonable and minor waiver requests as a trade-off for an otherwise enhanced site and landscape design, Staff requested the Commission evaluate additional opportunities to move the site further in the direction of meeting the Town's standards and elevate the proposed development overall, in the form of enhanced building design, provision of curb stops and electrical vehicle charging station infrastructure, and enhanced dumpster enclosures.

Staff recommended that if the Planning and Zoning Commission review this request based on the impact and suitability of the proposed development within the context of the existing area, and the importance of the development standards from which the property is requesting to vary, as well as how the proposed development benefits the Town overall and consider approval with the conditions for improvement as stated above.

Commission Findings.
At their regular meeting on June 2, 2022, the Planning and Zoning Commission made a recommendation to deny the request, voicing concerns over the number of requested waivers as well as traffic congestion and circulation in and around this shopping center, with six in favor and one against.

BUDGET IMPACT:

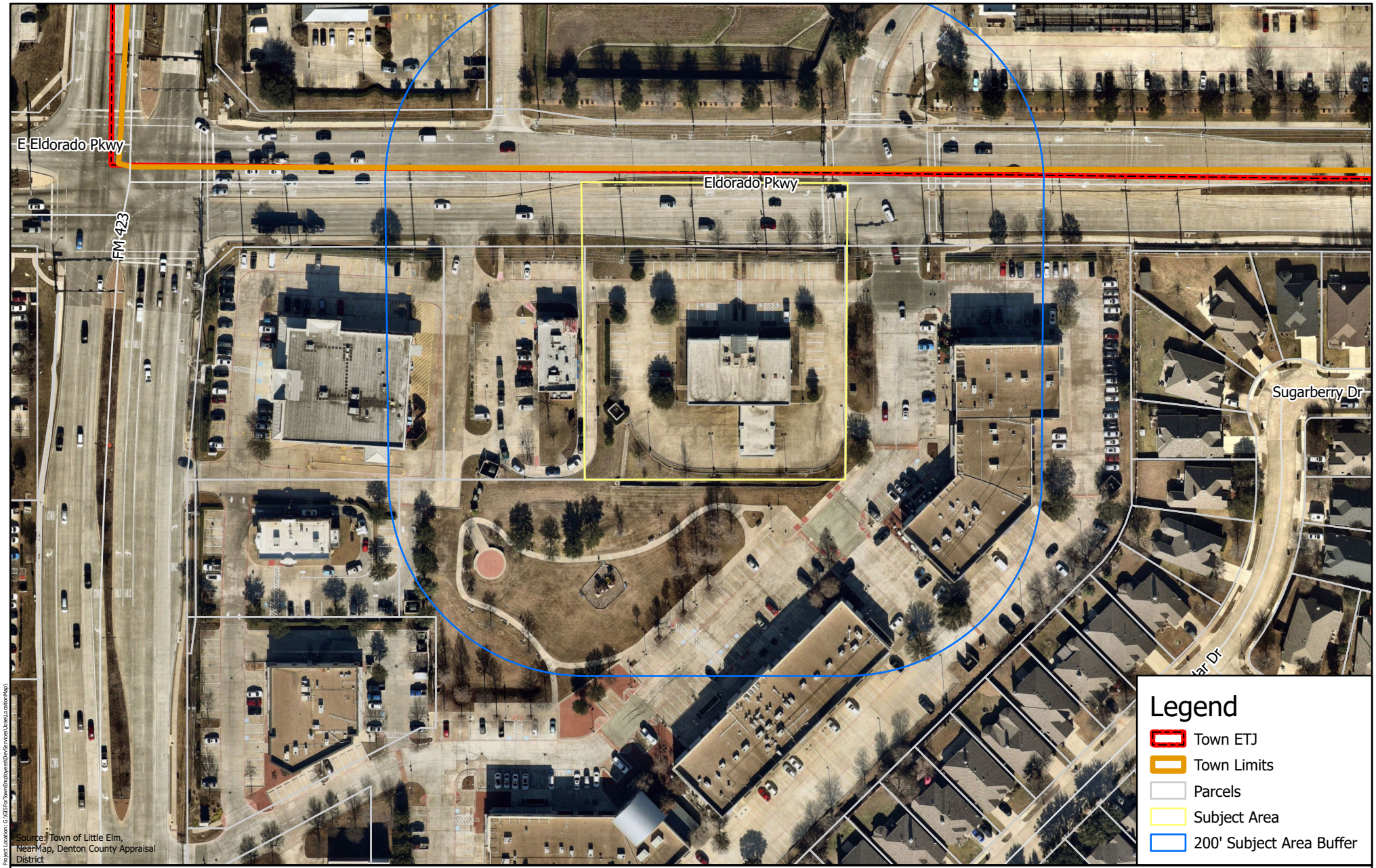
This item has no budget impact.

RECOMMENDED ACTION:

Planning and Zoning Commission recommends denial of the request. The applicant has diligently worked with staff in order to reduce the number of waivers requested and to address most of the remaining landscape and building design issues, and requested to continue onto the Town Council public hearing with revised development plans,

Attachments

Location Map
Ordinance No. 1670

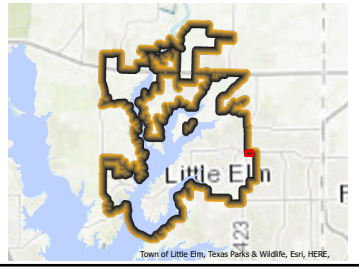


Planned Development (Zoning Change) 2821 Eldorado Parkway

0 0.01 0.03 0.05 Miles

N

Town of Little Elm
Denton County, Tx
Date: 5/19/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1670

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM PLANNED DEVELOPMENT THROUGH ORDINANCE NO. 484, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 1.5 ACRES OF LAND GENERALLY LOCATED AT 2821 ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 1.5 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on June 2, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-LC (PD-LC) Case No. PD-22-01649); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 2821 Eldorado Parkway, within Little Elm Town limits, approximately 1.5 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Light Commercial (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

BEING all of Lot 1, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a ½" iron rod at the northeast corner of said Lot 1, same being common with the northernmost northwest corner of Lot 2A, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being along the southerly right-of-way line of Eldorado Parkway (F.M. 2934);

THENCE, departing said right-of-way line of Eldorardo Parkway and along the common line of said Lot 1 and said Lot 2A the following three (3) courses and distances:

1) South 00°07'12" West for a distance of 231.02 feet to a point for corner

2) South 45°16'23" West for a distance of 41.10 feet to a point for corner

3) North 89°52'15" West for a distance of 233.72 feet to a point for corner;

THENCE North 00°08'40" East and passing the southeast corner of Lot 1, Bock 1 of KFC/Long John Silvers Addition, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas at a distance of 20.00 feet and continuing along the common line of said Lot 1, Block A of The Village at Eldorado Addition and said Lot 1, Block 1 of KFC/LONG JOHN SILVERS ADDITION for a total distance of 260.01 feet to a point for corner, said point being in the southern right-of-way line of Eldorado Parkway;

THENCE South 89°52'16" East along the southern right-of-way line of Eldorado Parkway (F.M. 2934) for a distance of 262.75 feet to the POINT OF BEGINNING and containing 1.56 acres of land (67,909 square feet), more or less.

Exhibit B

PD Standards

VLLAGE AT ELDORADO

PLANNED DEVELOPMENT REGULATIONS

JUNE 16, 2022

PREPARED BY

DEVELOPMENT ENGINEERING CONSULTANTS, LLC
5300 TOWN & COUNTRY BOULEVARD, SUITE 150
FRISCO, TEXAS 75034
469-850-0060

VILLAGE AT ELDORADO
PLANNED DEVELOPMENT DISTRICT
STATEMENT AND INTENT OF PURPOSE

This zoning submittal encompasses approximately 1.56 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the Property is Light Commercial use. This planned development ("PD") will provide the zoning regulations, as depicted on Exhibit B, necessary to develop the site and the final layout must generally conform to Exhibit C.

It is the intent of this PD to alter the zoning for the Property from current zoning of PD-10 to Light Commercial. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except as otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in the PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through an amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides the contrary.

PROJECT LOCATION

The proposed PD is located at the current address of 2821 Eldorado Parkway and is a former bank building (currently vacant). The legal description is included as (Exhibit A) and the approved site plan is included as (Exhibit C).

The project area is primarily surrounded by commercial uses. This PD will provide the opportunity to develop the Property for Light Commercial use.

SITE PLAN

Exhibit C identifies and locates the proposed restaurant lots within the Property. The plan consists of two drive through restaurant developments.

EXHIBIT B
VILLAGE AT ELDORADO
STANDARDS

DEVELOPMENT CONDITIONS FOR PD:

1) Use Regulations. No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered except for one more of the uses specified in 106.05.01(e), "LC- Light Commercial District"

2) Base Zoning District. The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.

3) Height and area regulations.

    a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area will conform to 106.03.03(e)(2) "Zoning Districts, LC- Light Commercial", except for minimum lot area. The minimum lot area shall 0.50 acres. The revised standards for this PD are as follows;

ARTICLE III, TABLE U	
LC LIGHT COMMERCIAL DISTRICT DEVELOPMENT STANDARDS	
Maximum Height	60'
Minimum Front Yard Setback	20'
Maximum Front Yard Setback	100'
Minimum Side Yard Setback	No minimum
Minimum Side Yard Setback adjacent to residential	5'
Minimum Rear Yard Setback	No minimum
Minimum Rear Yard Setback adjacent to residential	35'
Minimum Lot Width	50'
Minimum Lot Area	0.5 Acres

4) Landscape Requirements. Landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change. With the exception of the variances listed below;

    a. Per section 106.06.18(a)(9) One (1) urban tree is required along the internal pedestrian connections every thirty (30) linear feet. By this PD spacing will as shown on Exhibit D Landscape Plan.

b. Per section 106.06.18(b)(2) A minimum twenty (20) foot landscape buffer is required along Eldorado Parkway. By this PD the landscape buffer will be as shown on Exhibit D Landscape Plan.

5) Parking. Parking shall comply with the Zoning Ordinance with the exception of the following;

a. Per Section 106.06.40(c)(1) Standard parking space shall be 10 feet x 20 feet. By this PD standard parking shall be 9 feet x 18 feet to match existing spaces to remain and rest of adjacent shopping center.

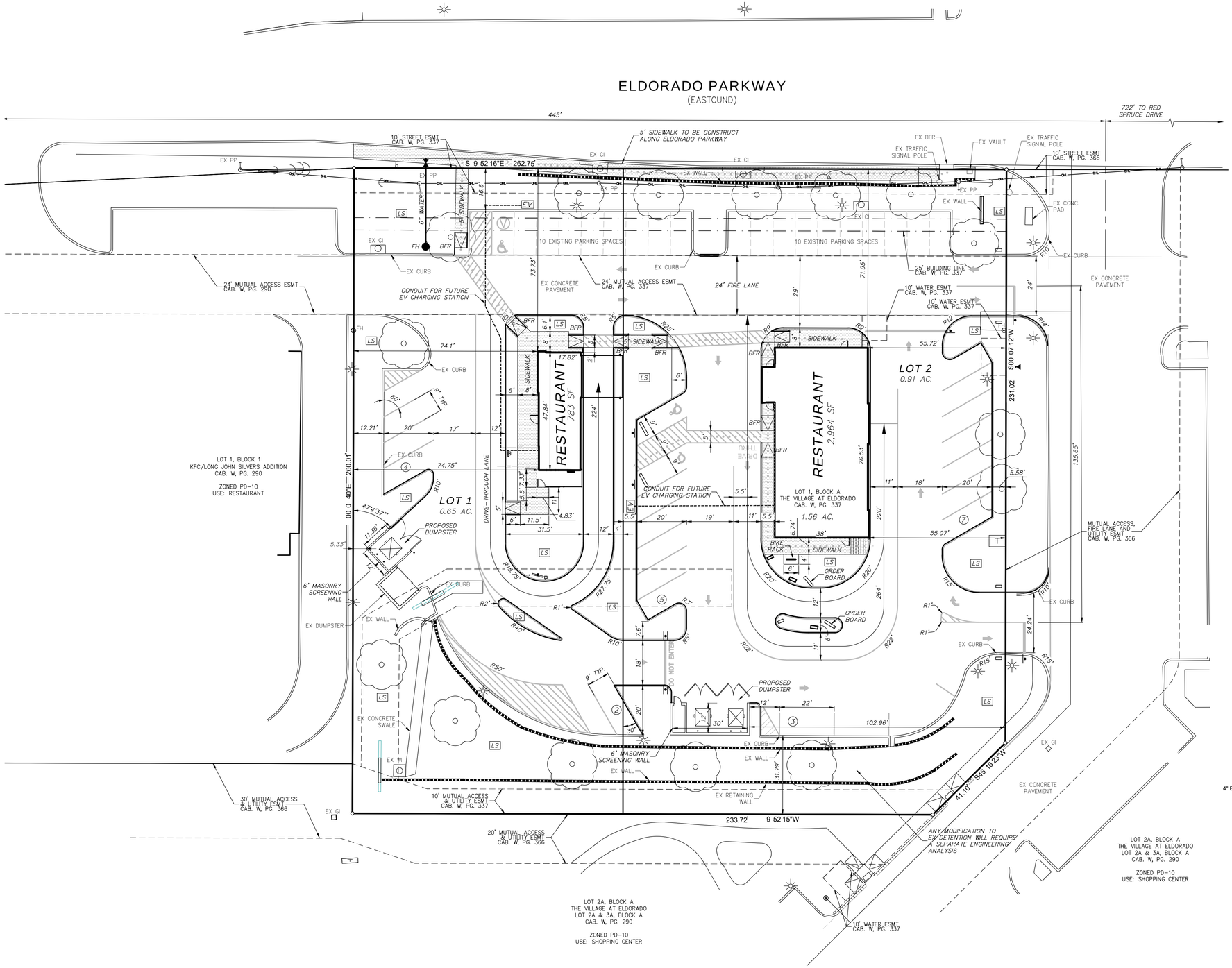
6) Architectural Standards. Architectural standards shall meet the minimum requirements of 106.06.05 "Architectural Standards for Commercial Structures". Elevations and materials per this PD are shown in Exhibit E.

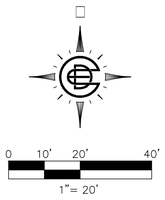
7) Summary of Variances. The property shall meet the Zoning Ordinance requirements for LC-Light Commercial developments with the exception of the variances listed below;

a. Minimum Lot Size – 0.5 Acres
b. Reduction to tree spacing along internal pedestrian connections
c. Reduction of required landscape buffer along Eldorado Parkway
d. Minimum Parking Stall shall be 9'x18'
e. Waiver to minimum 30% glazing requirement
f. Waiver to curb stop requirement

Exhibit C

Development Plans





SITE DATA SUMMARY

SITE DATA SUMMARY	EXISTI□G	LOT 1 - □RO□OSED	LOT 2 - □RO□OSED	TOTAL
EXISTI□G □O□I□G	□D-10	□D	□D	
LA□D USE DESIG□ATIO□	BA□□	RESTAURA□T	RESTAURA□T	
GROSS ACREAGE	1.56	0.65	0.91	1.56
□ET ACREAGE	1.56	0.65	0.91	1.56
□UMBER O□ □RO□OSED LOTS	1	1	1	2
□ERCE□TAGE O□ SITE COVERAGE	10.2□	2.□□	7.4□	10.2□
AREA O□ O□E□ S□ACE	60,947 S□. □T.	27,475 S□. □T.	36,6□□S□. □T.	64,163 S□. □T.
□ERCE□TAGE O□ O□E□ S□ACE	□9.7□	97.2□	92.5□	94.5□
□ERCE□TAGE O□ LA□DSCA□E	34□	44.0□	2□.1□	36.0□
AREA O□ IM□ERVIOUS COVERAGE	44,433 S□. □T.	15,□24 S□. □T.	2□,432 S□. □T.	44,256 S□. □T.
□RO□OSED BUILDI□G AREA		7□3 S□. □T.	2,964 S□. □T.	3,747 S□. □T.
□UMBER O□ SI□GLE-STORY BUILDI□GS	1	1	1	2
□UMBER O□ TWO-STORY BUILDI□GS	0	0	0	0
MAXIMUM BUILDI□G HEIGHT		20 □T.	20 □T.	
□RO□OSED □LOOR AREA		7□3 S□. □T.	2,964 S□. □T.	3,747 S□. □T.
□RO□OSED □LOOR AREA BY USE		7□3 S□. □T. (REST)	2,964 S□. □T. (REST)	3,747 S□. □T. (REST)
RE□UIRED □AR□I□G		□(1□100)	29 (1□100)	37 (1□100)
□ROVIDED □AR□I□G				
STA□DARD	47	11 (1□100)	2□(1□100)	41 (1□100)
HA□DICA□	4	1	2	3
TOTAL	51	12	30	42
I□VE□TORY □AR□I□G				
I□□RASTRUCTURE □OR CHARGI□G □IOS□	□A	□A	□A	□A
RE□UIRED LOADI□G S□ACES	0	0	0	0
□ROVIDED LOADI□G S□ACES	0	0	0	0
AREA O□ OUTSIDE STORAGE	0	0	0	0
□ERCE□TAGE O□ OUTSIDE STORAGE	0	0	0	0
START O□CO□STRUCTIO□ (MO□TH□YR)		MAY 2022	MAY 2022	

LEGE□D

	EXISTI□G	□RO□OSED
□RO□ERTY LI□E		
BUILDI□G		
□□ISH □LOOR ELEVATIO□	FF= 100.00	FF= 100.00
CURB		
RETAI□□G WALL		
CURB I□LET	CI	CI
GRATE I□LET	GI	GI
WATER LI□E	WATER	WATER
□IRE HYDRA□T		FH
WATER METER BOX	W	
WATER VALVE		
LIGHT □OLE		
□OWER □OLE	PP	PP
ELECTRIC TRA□S□ORMER	T	T
OVERHEAD LI□E	OHL	OHL
ACCESSIBLE □AR□I□G		
SIG□		
TREE	SF	
□UTURE EV CHARGI□G STATIO□		EV
4" ELEC CO□DUIT □OR EV CHARGI□G		

ABBREVIATIO□S

BFR	BARRIER FREE RAMP
CI	CURB INLET
CONC	CONCRETE
CONST	CONSTRUCT
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
EX	EXISTING
EXIST	EXISTING
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FT	FEET/FOOT
GI	GRATE INLET
LF	LINEAL FEET
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
R	RADIUS
SF	SQUARE FEET
TYP	TYPICAL
WM	WATER METER
WV	WATER VALVE

SITE PLAN

VILLAGE AT ELDORADO

2□21 ELDORADO □AR□WAY

TOW□ O□ LITTLE ELM, TEXAS

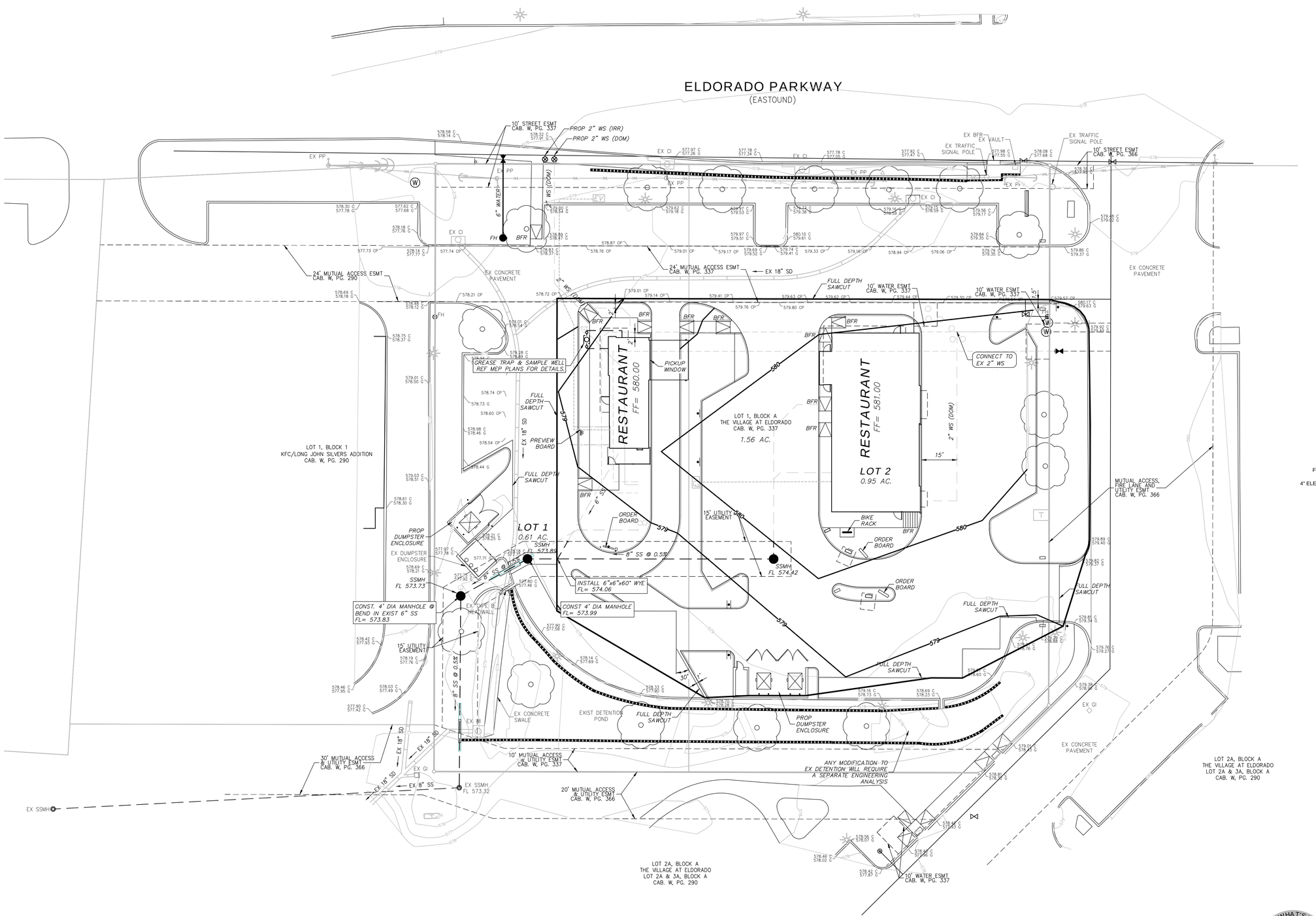
LOT 1, BLOC□ A

THE VILLAGE AT ELDORADO

□COX SURVEY
ABSTRACT □O. 219
1.56 ACRES

DESIGN
DEC
2591 DALLAS □AR□WAY, SUITE 300
□RISCO, TEXAS 75034
972-731-4354
TB□E □IRM □O. □-20255

ISSUE DATE	DEC FILE NO.
06□07□22	10102
CITY FILE NO.	SHEET NO.
-	C1.0



N

0 10' 20' 40'

1" = 20'

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
BUILDING		
FINISH FLOOR ELEVATION	FF= 100.00	FF= 100.00
CURB		
RETAINING WALL		
CURB INLET	CI	CI
GRATE INLET	GI	GI
WATER LINE	WATER	WATER
FIRE HYDRANT		FH
WATER METER BOX	W	
WATER VALVE		
SANITARY SEWER LINE	EX SS	SS
SANITARY SEWER MANHOLE		SSMH
CLEANOUT	CO	CO
LIGHT POLE		
POWER POLE	PP	PP
ELECTRIC TRANSFORMER	T	T
OVERHEAD LINE	OHL	OHL
ACCESSIBLE PARKING		
SIGN		
TREE		
FUTURE EV CHARGING STATION		EV
4" ELEC CONDUIT FOR EV CHARGING		

ABBREVIATIONS

BFR	BARRIER FREE RAMP	PP	POWER POLE
C	CURB	PROP	PROPOSED
CI	CURB INLET	SF	SQUARE FEET
CONC	CONCRETE	SS	SANITARY SEWER
CONST	CONSTRUCT	SSMH	SANITARY SEWER MANHOLE
CP	CONCRETE PAVEMENT	STA	STATION
DE	DRAINAGE EASEMENT	TYP	TYPICAL
DIA	DIAMETER	WM	WATER METER
DOM	DOMESTIC	WV	WATER VALVE
ESMT	EASEMENT		
EV	ELECTRIC VEHICLE		
EX	EXISTING		
EXIST	EXISTING		
FF	FINISHED FLOOR		
FH	FIRE HYDRANT		
FT	FEET/FOOT		
G	GUTTER		
GI	GRATE INLET		
IRR	IRRIGATION		
LF	LINEAL FEET		
MH	MANHOLE		

ENGINEERING, GRADING & UTILITY PLAN

VILLAGE AT ELDORADO

2821 ELDORADO PARKWAY

TOWN OF LITTLE ELM, TEXAS

PRELIMINARY
FOR REVIEW ONLY

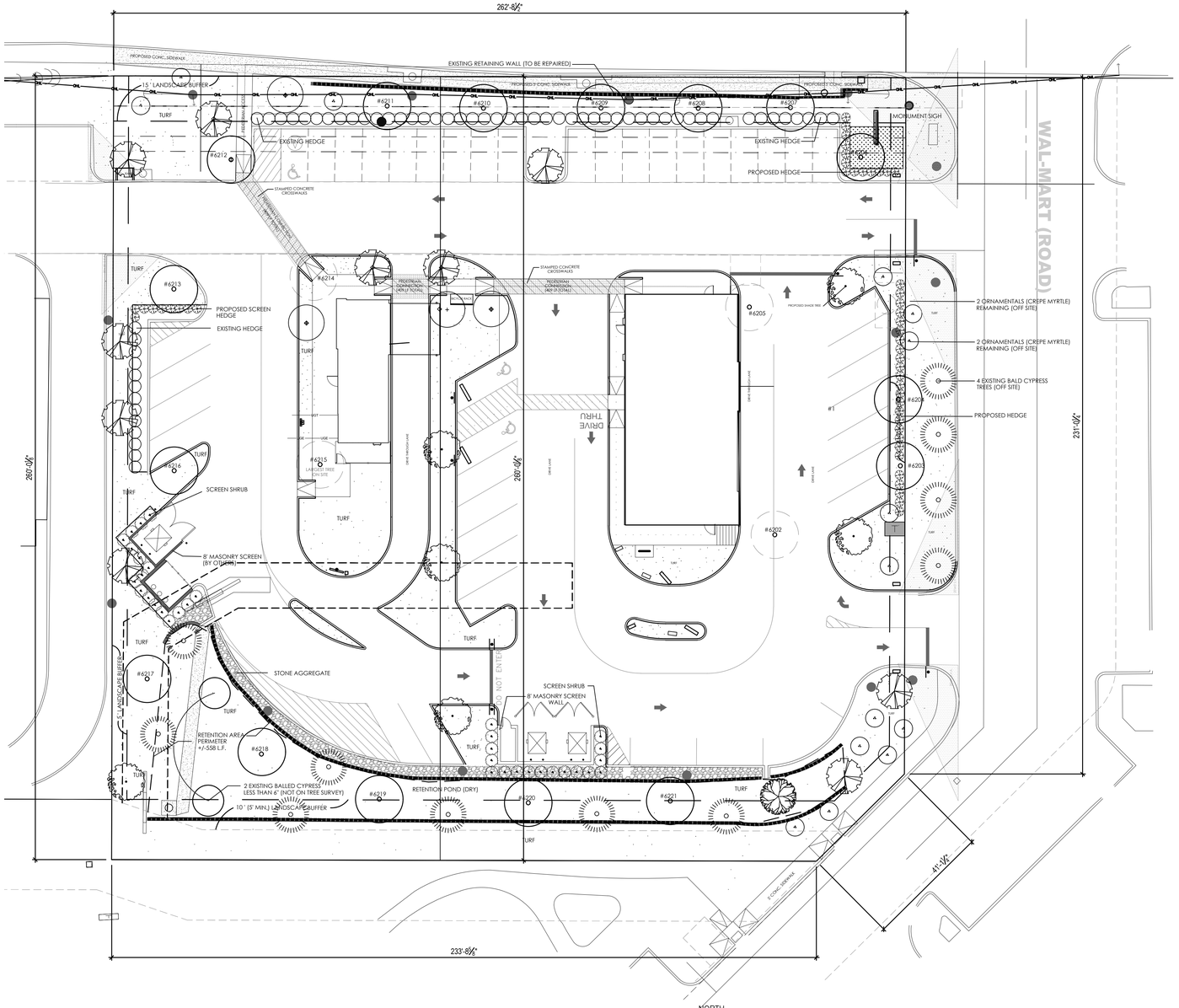
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P.E. NO.: 85566
DATE: 05/20/22

DESIGN
DEC
2591 DALLAS PARKWAY, SUITE 300
FRISCO, TEXAS 75034
972-731-4354
TBPE FIRM NO. F-20255

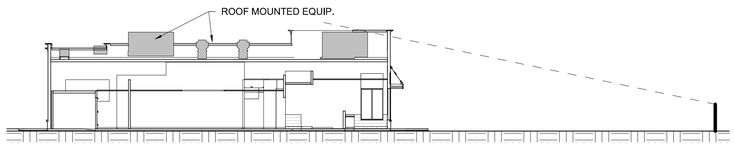
ISSUE DATE	DEC FILE NO.
06/07/22	10102
CITY FILE NO.	SHEET NO.
-	1

KNOW WHAT'S BELOW
DIAL 811
CALL BEFORE YOU DIG

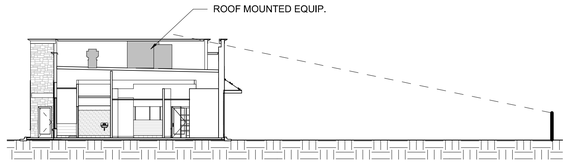

262'-8½"
PROPOSED CONC. SIDEWALK
EXISTING RETAINING WALL (TO BE REPAIRED)
15' LANDSCAPE BUFFER
TURF
EXISTING HEDGE
#6211
#6210
#6209
#6208
#6207
MONUMENT SIGH
PROPOSED HEDGE
#6212
STAMPED CONCRETE CROSSWALKS
WAL-MART (ROAD)
#6213
PROPOSED SCREEN HEDGE
#6214
#6215
#6216
SCREEN SHRUB
8' MASONRY SCREEN (BY OTHERS)
#6217
STONE AGGREGATE
#6218
RETENTION AREA PERIMETER +/-558 L.F.
2 EXISTING BALLED CYPRESS LESS THAN 6" (NOT ON TREE SURVEY)
10' (5' MIN.) LANDSCAPE BUFFER
#6219
RETENTION POND (DRY)
#6220
#6221
#6222
#6223
#6224
#6225
#6226
#6227
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#6259

FACADE PLAN NOTES

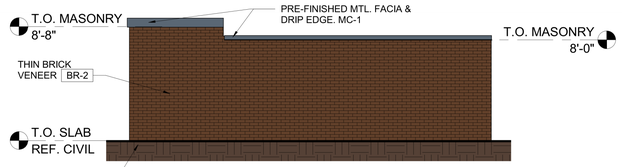
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
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- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



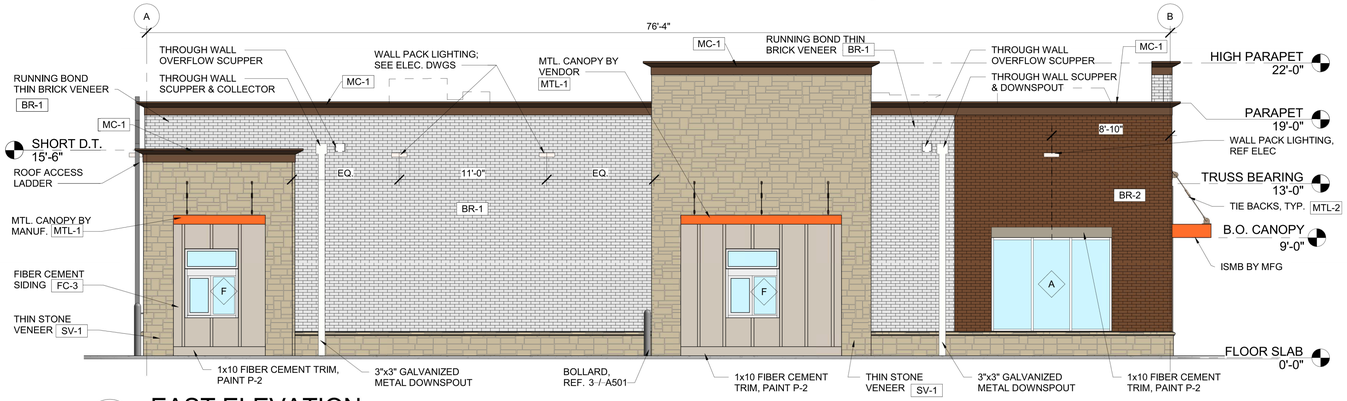
7 MECHANICAL SCREENING - NORTH
1/16" = 1'-0"



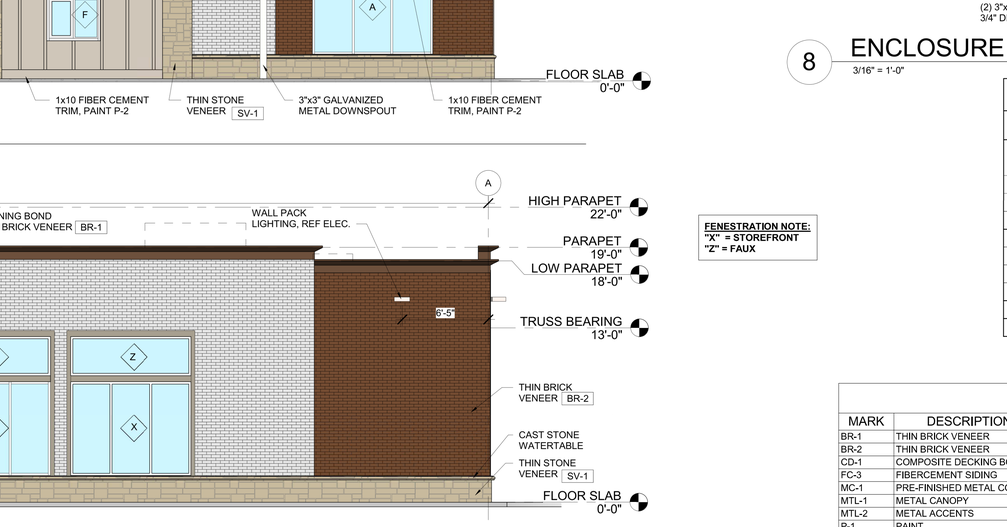
10 MECHANICAL SCREENING - EAST



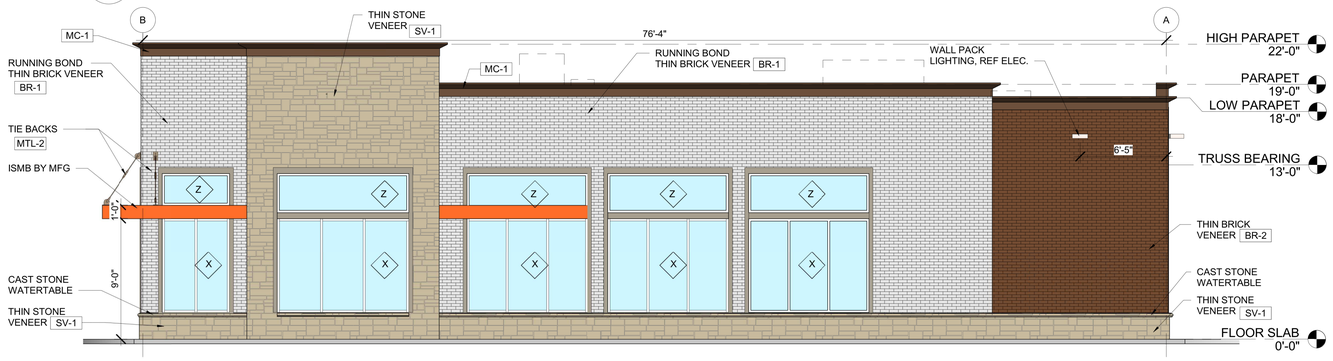
9 ENCLOSURE ELEVATION
3/16" = 1'-0"



5 EAST ELEVATION
3/16" = 1'-0"

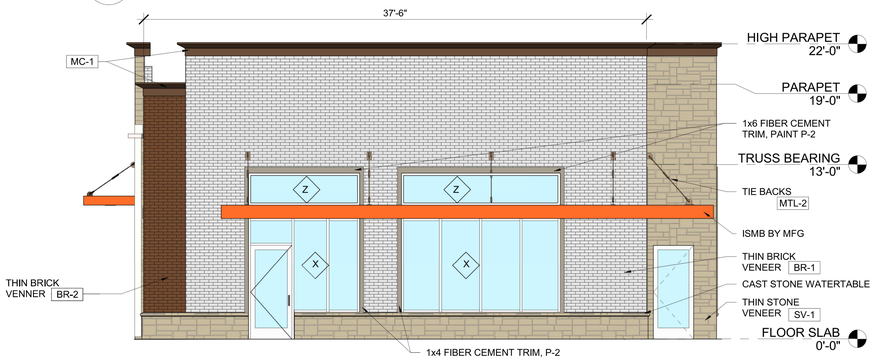


8 ENCLOSURE ELEVATION
3/16" = 1'-0"

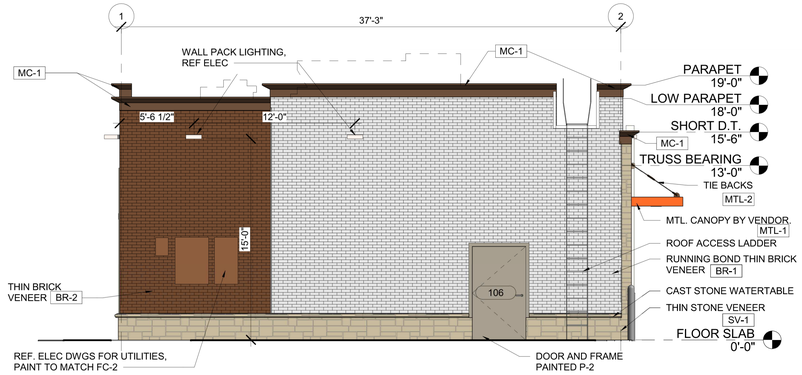


FENESTRATION NOTE:
"X" = STOREFRONT
"Z" = FAUX

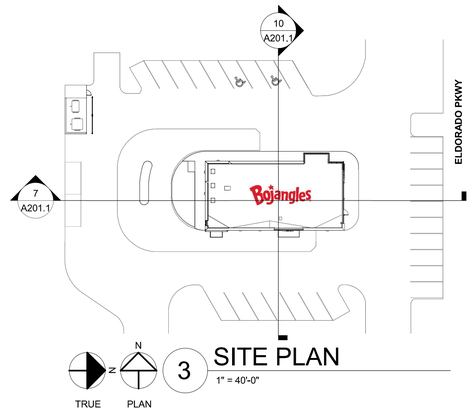
4 WEST ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION - PRIMARY FACADE
3/16" = 1'-0"



1 SOUTH ELEVATION
3/16" = 1'-0"



3 SITE PLAN
1" = 40'-0"

MATERIALS CALCULATIONS TABLE

MATERIALS	ELEVATIONS							
	NORTH (PRIMARY)		SOUTH		WEST		EAST	
	SF	%	SF	%	SF	%	SF	%
FENESTRATION	217	27	33	5	483	33	111	8
OTHER	**566**	73	**639**	95	**958**	67	**1306**	92
TOTAL: WALL SQUARE FOOTAGE	783	100	672	100	1441	100	1417	100
BR-1: THIN BRICK VENEER (GROUP A)	448	79	393	61	441	46	559	43
SV-1: THIN STONE VENEER (GROUP A)	69	12	76	12	316	33	411	31
BR-2: THIN BRICK VENEER (GROUP A)	50	9	171	27	199	21	192	15
FC-3: FIBERCEMENT SIDING (GROUP B)	-	-	-	-	-	-	144	11
TOTAL: GROUP A		100		100		100		89
TOTAL: GROUP B								11

FINISH LEGEND

MARK	DESCRIPTION	MANUFACTURER	FINISH / STYLE
BR-1	THIN BRICK VENEER	AUTHINTIC BRICK	MAGNOLIA BAY
BR-2	THIN BRICK VENEER	AUTHINTIC BRICK	MARSH POINTE
CD-1	COMPOSITE DECKING BOARDS	ENVISION COMPOSITE LUMBER	CARIBOU BROWN / SQUARE EDGE
FC-3	FIBERCEMENT SIDING	JAMES HARDIE	VERTICAL PANEL & SMOOTH BATTEN BOARD / COBBLE STONE
MC-1	PRE-FINISHED METAL COPING	METAL ERA	CANTED COPING / ANODIZED SIERRA TAN
MTL-1	METAL CANOPY	AMERICAN PRODUCTS, INC. (API)	TIGER DRYLAC - STEEL RACK ORANGE (RAL 2001)
MTL-2	METAL ACCENTS	VARIOUS	GREY BEIGE / RAL 1019
P-1	PAINT	BENJAMIN MOORE	CHANTILLY LACE (OC-65)
P-2	PAINT	BENJAMIN MOORE	BRIARWOOD (HC-175)
SF-1	STOREFRONT ASSEMBLY	KAWNEER	CLEAR ANODIZED
SV-1	STONE VENEER	SALADO	SONOMA / BUFF LUEDERS

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Meaningful Places
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Bentonville, Arkansas 72712
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GP 3.1

STORE NUMBER: 2067
2821 W. ELDORADO PKWY
FRISCO, TX 75033

JOB NUMBER: 28-21-01420

ISSUE BLOCK

CHECKED BY:	KK
DRAWN BY:	JW
DOCUMENT DATE:	6/10/22
PROTO:	GP 3.1
PROTO CYCLE:	22.06

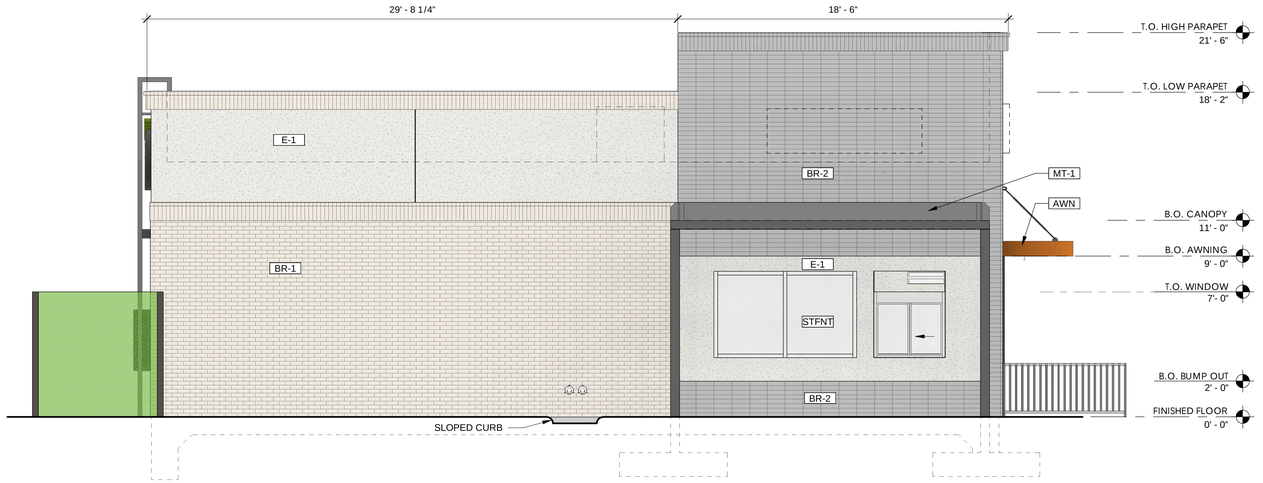
REGISTERED ARCHITECT
LAWRENCE LOVETT HOOD
19672
STATE OF TEXAS

2022.07.14 10:07:53-05'00'

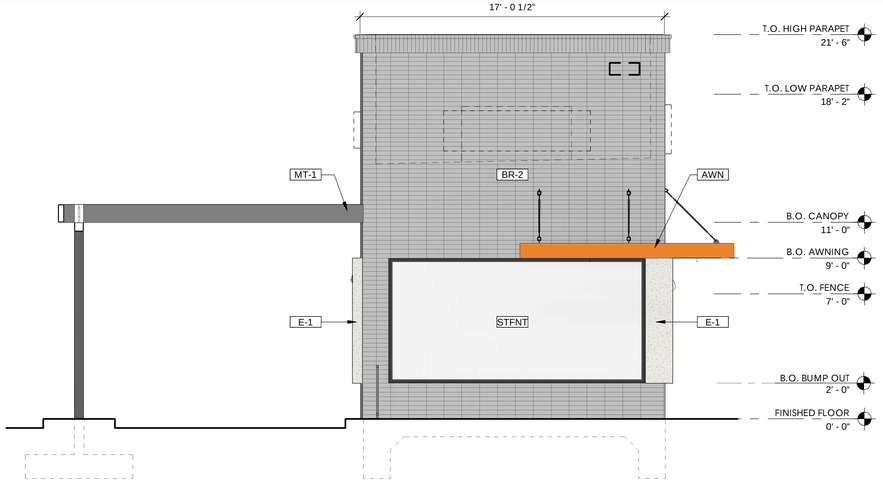
SUBDIVISION NAME:
THE VILLAGE AT ELDORADO
BLOCK A
LOT # 2

OWNER:
2821 ELDORADO LLC.
10620 TREENA ST, STE 230
SAN DIEGO, CA 92131
(858)500-7788

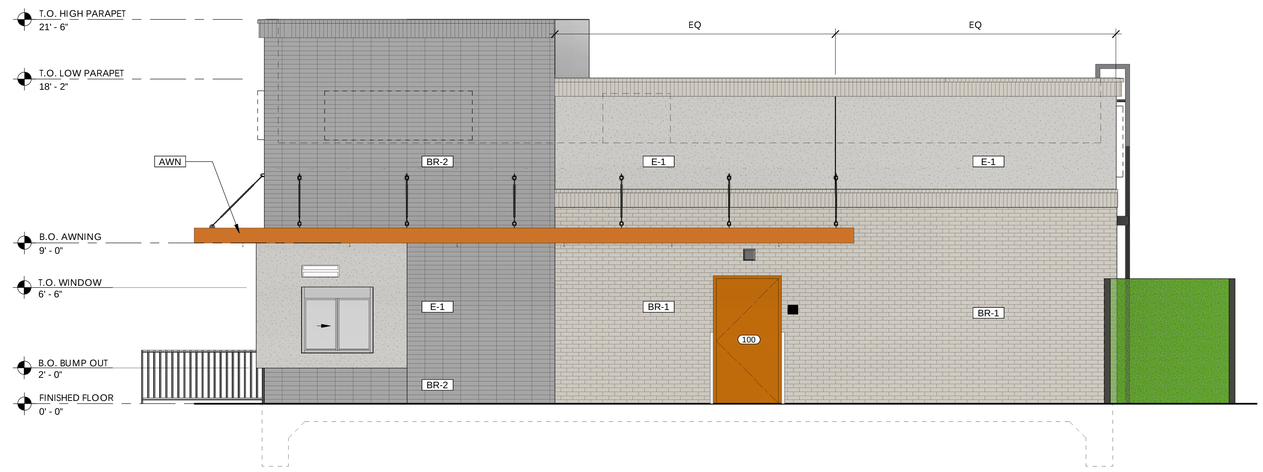
APPLICANT:
DANIEL STEWART
5300 TOWN & COUNTRY BLVD, STE 150
FRISCO, TX 75037
(469)850-0060



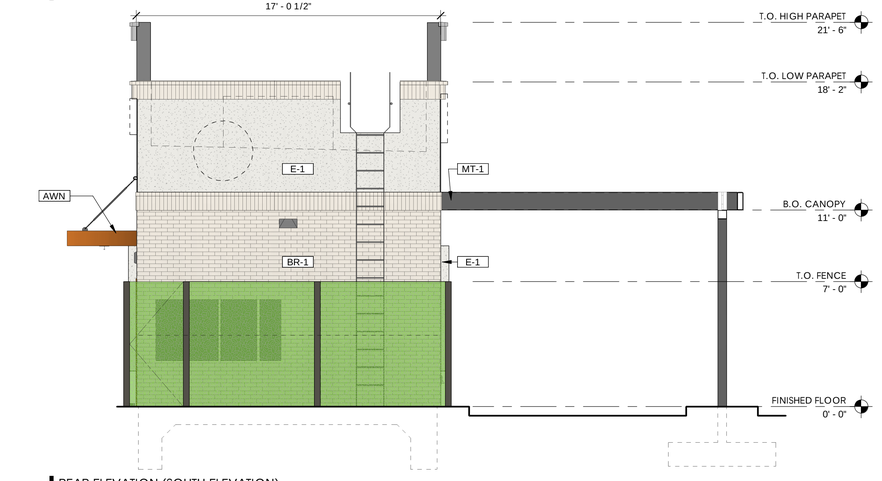
1 DRIVE THRU ELEVATION (EAST ELEVATION)
1/4" = 1'-0"



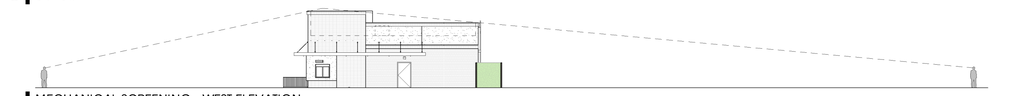
2 FRONT ELEVATION (NORTH ELEVATION)
1/4" = 1'-0"



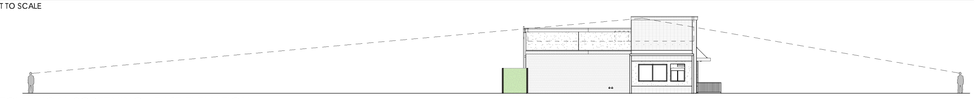
3 WALK-UP ELEVATION (WEST ELEVATION)
1/4" = 1'-0"



4 REAR ELEVATION (SOUTH ELEVATION)
1/4" = 1'-0"



5 MECHANICAL SCREENING - WEST ELEVATION
NOT TO SCALE



6 MECHANICAL SCREENING - EAST ELEVATION
NOT TO SCALE



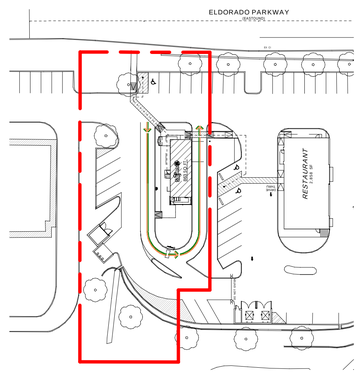
7 MECHANICAL SCREENING - SOUTH ELEVATION
NOT TO SCALE



8 MECHANICAL SCREENING - NORTH ELEVATION
NOT TO SCALE

MATERIAL CALCULATION										
	FRONT		DRIVE THRU		WALK UP		REAR		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	368	100	930	100	925	100	301	100	2524	100
NON-GLAZED DOORS AND WINDOWS	0	0	0	0	28	3	0	0	28	1
GLAZED DOORS AND WINDOWS	101	30	53	6	15	2	0	0	169	7
TOTAL (GLAZED/NON-GLAZED DOORS AND WINDOWS)	267	100	877	100	858	100	301	100	2303	100
BRICK- 1	0	0	385	44	381	44	219	73	985	43
BRICK- 2	256	70	273	27	295	34	0	0	824	37
EIFS (WHITE)	11	3	219	25	206	24	82	27	518	21
TOTAL MASONRY	256	96	658	75	676	79	219	74	1809	80

EXTERIOR FINISH SCHEDULE			
MARK	MATERIAL	DESCRIPTION	
BR-1	BRICK	PRODUCT: DART-TEX COLOR: ALASKA WHITE PATTERN: RUNNING BOND SIZE: KING	
BR-2	BRICK	PRODUCT: BELDEN BRICK COLOR: ENGLISH GRAY VELOUR PATTERN: STACKED BOND SIZE: NORMAN	
E-1	E.I.F.S.	PRODUCT: DRYVIT FINISH: SAND COLOR: TO MATCH SHERWIN WILLIAMS SW-7004 SNOWBOUND	
MT-01	METAL COPING	COLOR: SW-7068 GRIZZLE GRAY.	
AWN	AWNING	PRODUCT: GREENHECK FINISH: ALUMINUM COLOR: SW-6887 NAVEL	
STFNT	STOREFRONT	FINISH: CLEAR ANODIZED	



0 KEY SITE PLAN
NOT TO SCALE

FACADE PLAN NOTES

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- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

RESTAURANT WITH DRIVE-THRU
THE VILLAGE AT ELDORADO
BLOCK A, LOT 1

PREPARATION DATE: JUNE 9, 2022

ARCHITECT:
ROGUE ARCHITECTS
513 MAIN STREET, STE 300
FORT WORTH, TX 76102
817-820-0433
ASHLEY MORELAND

OWNER:
ANDREW LEHNER
214-437-2525

ENGINEER:
JONES|CARTER INC.
4500 MERCENTILE PLAZA DRIVE,
SUITE 210
FORT WORTH, TX 76137
682-268-2207
RYAN J. ALCALA, PE

APPLICANT:
DEVELOPMENT ENGINEERING
CONSULTANTS, LLC
5300 TOWN & COUNTRY BLVD, SUITE 150
FRISCO, TX 785034
469-897-5560
DANIEL STEWART, PE

SALAD AND GO

423 & ELDORADO PKWY
CITY OF LITTLE ELM, TX 75033
PROTOTYPE VERSION 2.00

ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FT. WORTH, TX 76102
817.820.0433
www.rogueartchitects.com

SEAL

REGISTERED ARCHITECT
JON T RORSCHACH
15205
STATE OF TEXAS

FACADE PLAN: 6/09/2022

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT NO:	22-0200
ORIGINAL ISSUE:	4/18/22
SCALE:	AS NOTED
DRAWN BY:	Author
CHECKED BY:	Checker

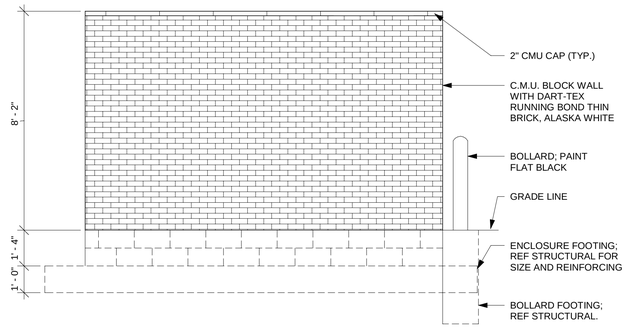
SHEET TITLE

FACADE PLAN

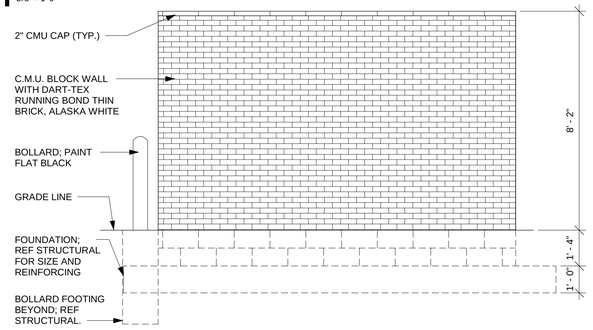
SHEET NUMBER

FP01

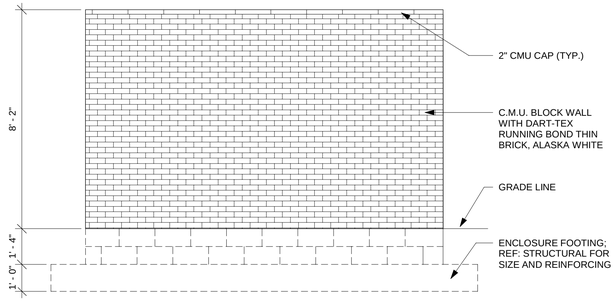
6/9/2022 5:25:08 PM



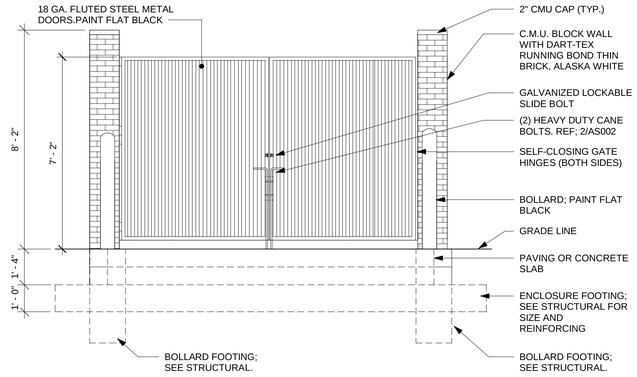
8 SIDE ELEVATION "B"
3/8" = 1'-0"



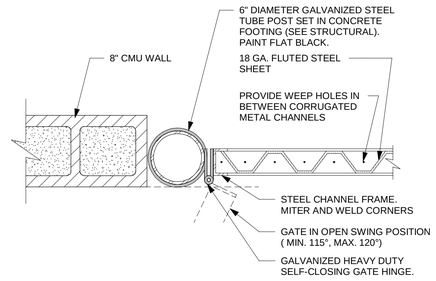
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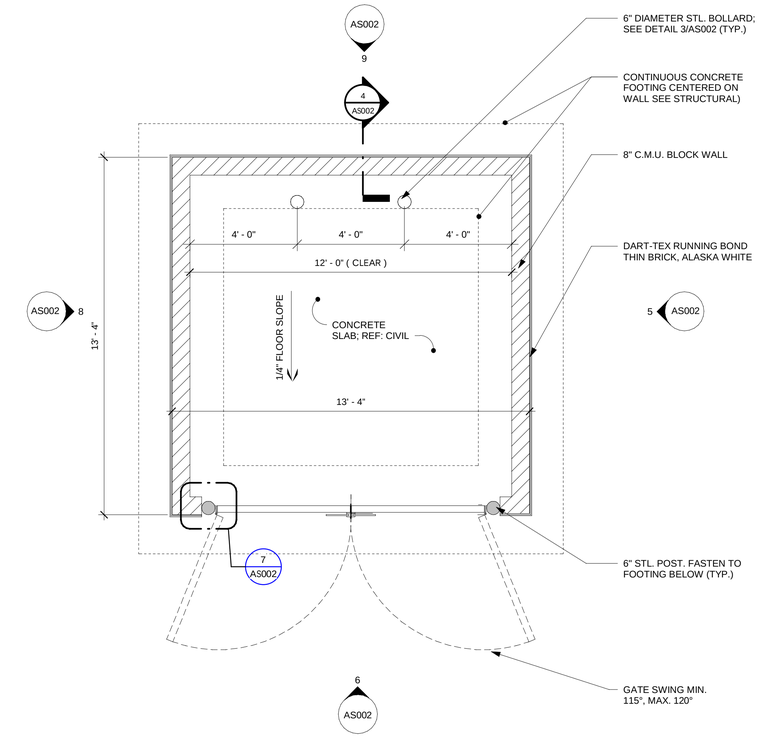
9 BACK ELEVATION
3/8" = 1'-0"



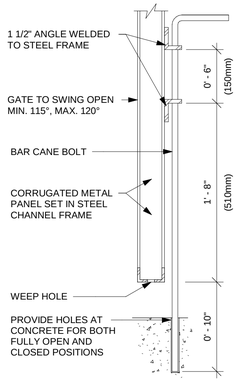
6 FRONT ELEVATION
3/8" = 1'-0"



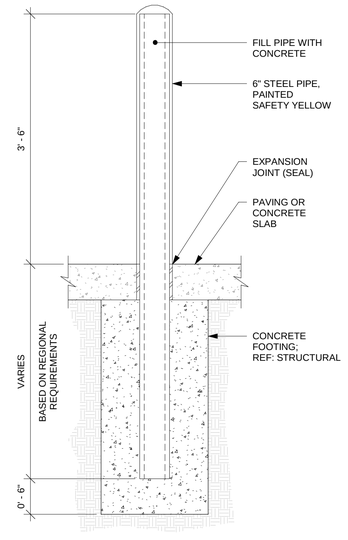
7 GATE HINGE DETAIL
1 1/2" = 1'-0"



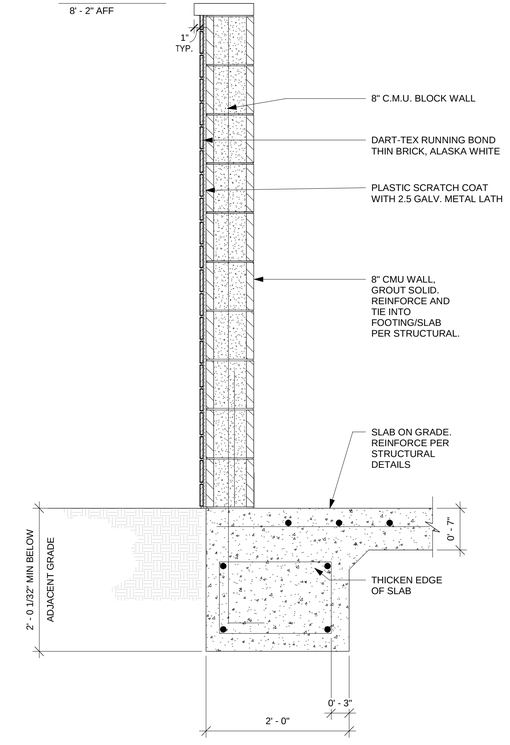
1 FLOOR PLAN
3/8" = 1'-0"



2 SECTION AT CANE BOLT
1 1/2" = 1'-0"



3 TRASH ENCLOSURE BOLLARD
1" = 1'-0"



4 TYPICAL CMU WALL SECTION
1" = 1'-0"

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SAD AND GO

423 & ELDORADO PKWY

CITY OF LITTLE ELM, TX 75033

PROTOTYPE VERSION 2.00

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REGISTERED ARCHITECT JON J RORSCHACH 15205 STATE OF TEXAS

FACADE PLAN: 6/09/2022

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT NO:	22-0200
ORIGINAL ISSUE:	4/18/22
SCALE:	AS NOTED
DRAWN BY:	J. JEFFERY
CHECKED BY:	A. MORELAND

SHEET TITLE

TRASH ENCLOSURE DETAILS

SHEET NUMBER

AS002

Date:	07/19/2022
Agenda Item #:	5. G.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 2821 Eldorado LLC.**

DESCRIPTION:

Attached is the developer's agreement that officially and contractually approves the subject Planned Development for the Village at Eldorado Project PD-22-01649.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Village at Eldorado PD

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR VILLAGE AT ELDORADO PD**
COUNTY OF DENTON	**§**	

This Development Agreement for Village at Eldorado Planned Development ("**Agreement**") is entered into between 2821 Eldorado LLC ("**Developer**"), whose address for purposes of this Agreement is 10620 Treena Street, Suite 230, Sand Diego, CA 92131, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 1.5 acres generally located at 2821 Eldorado Parkway, on the south side of Eldorado Parkway, approximately 550 feet East of FM 423, in the Town of Little Elm, Texas (the "**Property"),** which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Village at Eldorado PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. **Applicability of Town Ordinances**. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. 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, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. 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.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any

rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

H. **Surviving Rights**. 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 or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest

of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement.

Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer 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, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description

BEING all of Lot 1, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a ½" iron rod at the northeast corner of said Lot 1, same being common with the northernmost northwest corner of Lot 2A, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being along the southerly right-of-way line of Eldorado Parkway (F.M. 2934);

THENCE, departing said right-of-way line of Eldorardo Parkway and along the common line of said Lot 1 and said Lot 2A the following three (3) courses and distances:

1) South 00°07'12" West for a distance of 231.02 feet to a point for corner

2) South 45°16'23" West for a distance of 41.10 feet to a point for corner

3) North 89°52'15" West for a distance of 233.72 feet to a point for corner;

THENCE North 00°08'40" East and passing the southeast corner of Lot 1, Bock 1 of KFC/Long John Silvers Addition, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas at a distance of 20.00 feet and continuing along the common line of said Lot 1, Block A of The Village at Eldorado Addition and said Lot 1, Block 1 of KFC/LONG JOHN SILVERS ADDITION for a total distance of 260.01 feet to a point for corner, said point being in the southern right-of-way line of Eldorado Parkway;

THENCE South 89°52'16" East along the southern right-of-way line of Eldorado Parkway (F.M. 2934) for a distance of 262.75 feet to the POINT OF BEGINNING and containing 1.56 acres of land (67,909 square feet), more or less.

EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1670

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM PLANNED DEVELOPMENT THROUGH ORDINANCE NO. 484, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 1.5 ACRES OF LAND GENERALLY LOCATED AT 2821 ELDORADO PARKWAY; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 1.5 acres of land, more specifically described in the exhibits, attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on June 2, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-LC (PD-LC) Case No. PD-22-01649); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 2821 Eldorado Parkway, within Little Elm Town limits, approximately 1.5 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Light Commercial (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds

BEING all of Lot 1, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a ½" iron rod at the northeast corner of said Lot 1, same being common with the northernmost northwest corner of Lot 2A, Block A of The Village at Eldorado, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas and being along the southerly right-of-way line of Eldorado Parkway (F.M. 2934);

THENCE, departing said right-of-way line of Eldorardo Parkway and along the common line of said Lot 1 and said Lot 2A the following three (3) courses and distances:

1) South 00°07'12" West for a distance of 231.02 feet to a point for corner

2) South 45°16'23" West for a distance of 41.10 feet to a point for corner

3) North 89°52'15" West for a distance of 233.72 feet to a point for corner;

THENCE North 00°08'40" East and passing the southeast corner of Lot 1, Bock 1 of KFC/Long John Silvers Addition, an addition to the Town of Little Elm, Denton County, Texas according to the plat thereof recorded under Cabinet W, Page 337 of the Plat Records of Denton County, Texas at a distance of 20.00 feet and continuing along the common line of said Lot 1, Block A of The Village at Eldorado Addition and said Lot 1, Block 1 of KFC/LONG JOHN SILVERS ADDITION for a total distance of 260.01 feet to a point for corner, said point being in the southern right-of-way line of Eldorado Parkway;

THENCE South 89°52'16" East along the southern right-of-way line of Eldorado Parkway (F.M. 2934) for a distance of 262.75 feet to the POINT OF BEGINNING and containing 1.56 acres of land (67,909 square feet), more or less.

Exhibit B

PD Standards

VLLAGE AT ELDORADO

PLANNED DEVELOPMENT REGULATIONS

JUNE 16, 2022

PREPARED BY

DEVELOPMENT ENGINEERING CONSULTANTS, LLC
5300 TOWN & COUNTRY BOULEVARD, SUITE 150
FRISCO, TEXAS 75034
469-850-0060

VILLAGE AT ELDORADO
PLANNED DEVELOPMENT DISTRICT
STATEMENT AND INTENT OF PURPOSE

This zoning submittal encompasses approximately 1.56 total acres of land within the Town of Little Elm more fully described on the legal description attached as Exhibit A (the "Property"). The proposed use for the Property is Light Commercial use. This planned development ("PD") will provide the zoning regulations, as depicted on Exhibit B, necessary to develop the site and the final layout must generally conform to Exhibit C.

It is the intent of this PD to alter the zoning for the Property from current zoning of PD-10 to Light Commercial. Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of those regulations set forth in this PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the comprehensive zoning of the Town of Little Elm, Texas, in effect on the effective date of this Agreement, except as otherwise defined in this Agreement. Uses and development regulations specifically modified, designated or included in the PD shall not be subject to amendment after the date of the adoption of this PD (the "Effective Date") (whether through an amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in this PD shall be controlled by the "Zoning Ordinance", unless the context provides the contrary.

PROJECT LOCATION

The proposed PD is located at the current address of 2821 Eldorado Parkway and is a former bank building (currently vacant). The legal description is included as (Exhibit A) and the approved site plan is included as (Exhibit C).

The project area is primarily surrounded by commercial uses. This PD will provide the opportunity to develop the Property for Light Commercial use.

SITE PLAN

Exhibit C identifies and locates the proposed restaurant lots within the Property. The plan consists of two drive through restaurant developments.

EXHIBIT B
VILLAGE AT ELDORADO
STANDARDS

DEVELOPMENT CONDITIONS FOR PD:

1) Use Regulations. No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed or altered except for one more of the uses specified in 106.05.01(e), "LC- Light Commercial District"

2) Base Zoning District. The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.

3) Height and area regulations.

    a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area will conform to 106.03.03(e)(2) "Zoning Districts, LC- Light Commercial", except for minimum lot area. The minimum lot area shall 0.50 acres. The revised standards for this PD are as follows;

ARTICLE III, TABLE U	
LC LIGHT COMMERCIAL DISTRICT DEVELOPMENT STANDARDS	
Maximum Height	60'
Minimum Front Yard Setback	20'
Maximum Front Yard Setback	100'
Minimum Side Yard Setback	No minimum
Minimum Side Yard Setback adjacent to residential	5'
Minimum Rear Yard Setback	No minimum
Minimum Rear Yard Setback adjacent to residential	35'
Minimum Lot Width	50'
Minimum Lot Area	0.5 Acres

4) Landscape Requirements. Landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change. With the exception of the variances listed below;

    a. Per section 106.06.18(a)(9) One (1) urban tree is required along the internal pedestrian connections every thirty (30) linear feet. By this PD spacing will as shown on Exhibit D Landscape Plan.

b. Per section 106.06.18(b)(2) A minimum twenty (20) foot landscape buffer is required along Eldorado Parkway. By this PD the landscape buffer will be as shown on Exhibit D Landscape Plan.

5) Parking. Parking shall comply with the Zoning Ordinance with the exception of the following;

a. Per Section 106.06.40(c)(1) Standard parking space shall be 10 feet x 20 feet. By this PD standard parking shall be 9 feet x 18 feet to match existing spaces to remain and rest of adjacent shopping center.

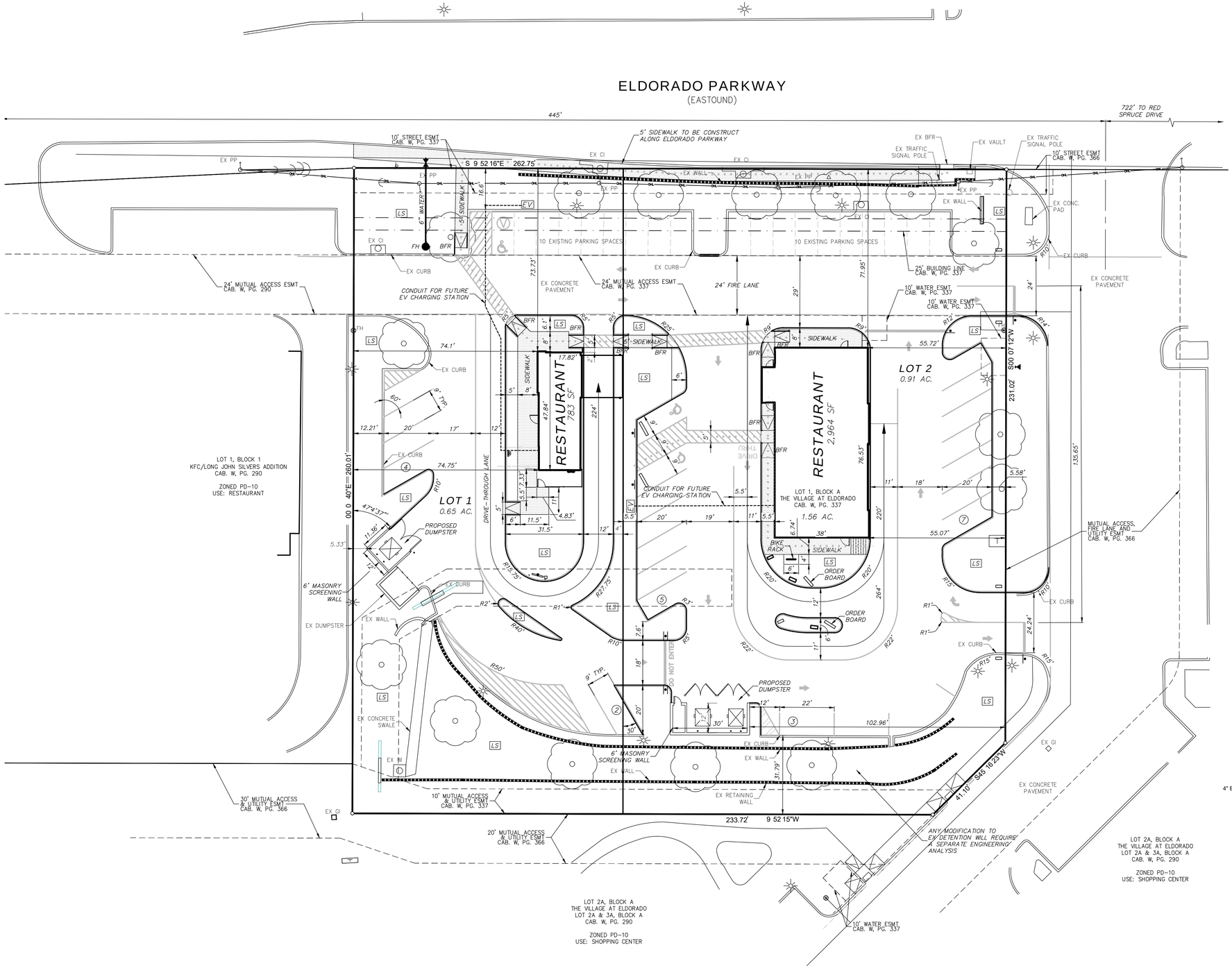
6) Architectural Standards. Architectural standards shall meet the minimum requirements of 106.06.05 "Architectural Standards for Commercial Structures". Elevations and materials per this PD are shown in Exhibit E.

7) Summary of Variances. The property shall meet the Zoning Ordinance requirements for LC-Light Commercial developments with the exception of the variances listed below;

a. Minimum Lot Size – 0.5 Acres
b. Reduction to tree spacing along internal pedestrian connections
c. Reduction of required landscape buffer along Eldorado Parkway
d. Minimum Parking Stall shall be 9'x18'
e. Waiver to minimum 30% glazing requirement
f. Waiver to curb stop requirement

Exhibit C

Development Plans



SITE DATA SUMMARY

SITE DATA SUMMARY	EXISTI□G	LOT 1 - □RO□OSED	LOT 2 - □RO□OSED	TOTAL
EXISTI□G □O□I□G	□D-10	□D	□D	
LA□D USE DESIG□ATIO□	BA□□	RESTAURA□T	RESTAURA□T	
GROSS ACREAGE	1.56	0.65	0.91	1.56
□ET ACREAGE	1.56	0.65	0.91	1.56
□UMBER O□ □RO□OSED LOTS	1	1	1	2
□ERCE□TAGE O□ SITE COVERAGE	10.2□	2.□□	7.4□	10.2□
AREA O□ O□E□ S□ACE	60,947 S□. □T.	27,475 S□. □T.	36,6□□S□. □T.	64,163 S□. □T.
□ERCE□TAGE O□ O□E□ S□ACE	□9.7□	97.2□	92.5□	94.5□
□ERCE□TAGE O□ LA□DSCA□E	34□	44.0□	2□.1□	36.0□
AREA O□ IM□ERVIOUS COVERAGE	44,433 S□. □T.	15,□24 S□. □T.	2□,432 S□. □T.	44,256 S□. □T.
□RO□OSED BUILDI□G AREA		7□3 S□. □T.	2,964 S□. □T.	3,747 S□. □T.
□UMBER O□ SI□GLE-STORY BUILDI□GS	1	1	1	2
□UMBER O□ TWO-STORY BUILDI□GS	0	0	0	0
MAXIMUM BUILDI□G HEIGHT		20 □T.	20 □T.	
□RO□OSED □LOOR AREA		7□3 S□. □T.	2,964 S□. □T.	3,747 S□. □T.
□RO□OSED □LOOR AREA BY USE		7□3 S□. □T. (REST)	2,964 S□. □T. (REST)	3,747 S□. □T. (REST)
RE□UIRED □AR□I□G		□(1□100)	29 (1□100)	37 (1□100)
□ROVIDED □AR□I□G				
STA□DARD	47	11 (1□100)	2□(1□100)	41 (1□100)
HA□DICA□	4	1	2	3
TOTAL	51	12	30	42
I□VE□TORY □AR□I□G				
I□□RASTRUCTURE □OR CHARGI□G □IOS□	□A	□A	□A	□A
RE□UIRED LOADI□G S□ACES	0	0	0	0
□ROVIDED LOADI□G S□ACES	0	0	0	0
AREA O□ OUTSIDE STORAGE	0	0	0	0
□ERCE□TAGE O□ OUTSIDE STORAGE	0	0	0	0
START O□ CO□STRUCTIO□ (MO□TH□YR)		MAY 2022	MAY 2022	

LEGE□D	EXISTI□G	□RO□OSED
□RO□ERTY LI□E		
BUILDI□G		
□□ISH □LOOR ELEVATIO□	FF= 100.00	FF= 100.00
CURB		
RETAI□□G WALL		
CURB I□LET	CI	CI
GRATE I□LET	GI	GI
WATER LI□E	WATER	WATER
□IRE HYDRA□T		FH
WATER METER BOX	W	
WATER VALVE		
LIGHT □OLE		
□OWER □OLE	PP	PP
ELECTRIC TRA□S□ORMER	T	T
OVERHEAD LI□E	OHL	OHL
ACCESSIBLE □AR□I□G		
SIG□		
TREE	SF	
□UTURE EV CHARGI□G STATIO□		EV
4" ELEC CO□DUIT □OR EV CHARGI□G		

ABBREVIATIO□S	
BFR	BARRIER FREE RAMP
CI	CURB INLET
CONC	CONCRETE
CONST	CONSTRUCT
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
EX	EXISTING
EXIST	EXISTING
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FT	FEET/FOOT
GI	GRATE INLET
LF	LINEAL FEET
MH	MANHOLE
PP	POWER POLE
PROP	PROPOSED
R	RADIUS
SF	SQUARE FEET
TYP	TYPICAL
WM	WATER METER
WV	WATER VALVE

SITE PLAN

VILLAGE AT ELDORADO

2□21 ELDORADO □AR□WAY

TOW□ O□ LITTLE ELM, TEXAS

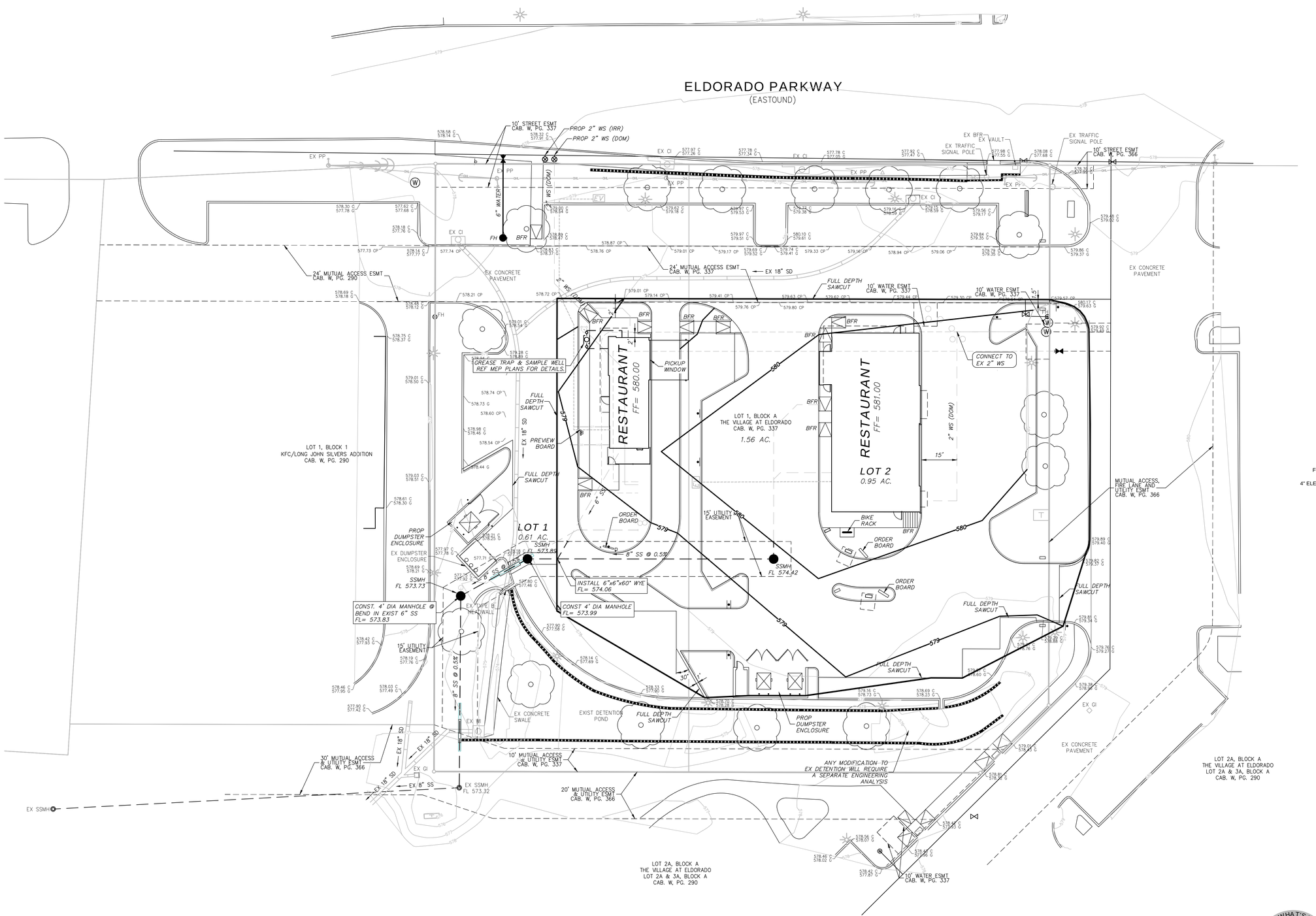
LOT 1, BLOC□ A

THE VILLAGE AT ELDORADO

□COX SURVEY
ABSTRACT □O. 219
1.56 ACRES

DESIGN
DEC
2591 DALLAS □AR□WAY, SUITE 300
□RISCO, TEXAS 75034
972-731-4354
TB□E □IRM □O. □-20255

ISSUE DATE	DEC FILE NO.
06□07□22	10102
CITY FILE NO.	SHEET NO.
-	C1.0



N

0 10' 20' 40'

1" = 20'

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
BUILDING		
FINISH FLOOR ELEVATION	FF= 100.00	FF= 100.00
CURB		
RETAINING WALL		
CURB INLET	CI	CI
GRATE INLET	GI	GI
WATER LINE	WATER	WATER
FIRE HYDRANT		FH
WATER METER BOX	W	
WATER VALVE		
SANITARY SEWER LINE	EX SS	SS
SANITARY SEWER MANHOLE		SSMH
CLEANOUT	CO	CO
LIGHT POLE		
POWER POLE	PP	PP
ELECTRIC TRANSFORMER	T	T
OVERHEAD LINE	OHL	OHL
ACCESSIBLE PARKING		
SIGN		
TREE		
FUTURE EV CHARGING STATION		EV
4" ELEC CONDUIT FOR EV CHARGING		

ABBREVIATIONS

BFR	BARRIER FREE RAMP	PP	POWER POLE
C	CURB	PROP	PROPOSED
CI	CURB INLET	SF	SQUARE FEET
CONC	CONCRETE	SS	SANITARY SEWER
CONST	CONSTRUCT	SSMH	SANITARY SEWER MANHOLE
CP	CONCRETE PAVEMENT	STA	STATION
DE	DRAINAGE EASEMENT	TYP	TYPICAL
DIA	DIAMETER	WM	WATER METER
DOM	DOMESTIC	WV	WATER VALVE
ESMT	EASEMENT		
EV	ELECTRIC VEHICLE		
EX	EXISTING		
EXIST	EXISTING		
FF	FINISHED FLOOR		
FH	FIRE HYDRANT		
FT	FEET/FOOT		
G	GUTTER		
GI	GRATE INLET		
IRR	IRRIGATION		
LF	LINEAL FEET		
MH	MANHOLE		

ENGINEERING, GRADING & UTILITY PLAN

VILLAGE AT ELDORADO

2821 ELDORADO PARKWAY

TOWN OF LITTLE ELM, TEXAS

PRELIMINARY
FOR REVIEW ONLY

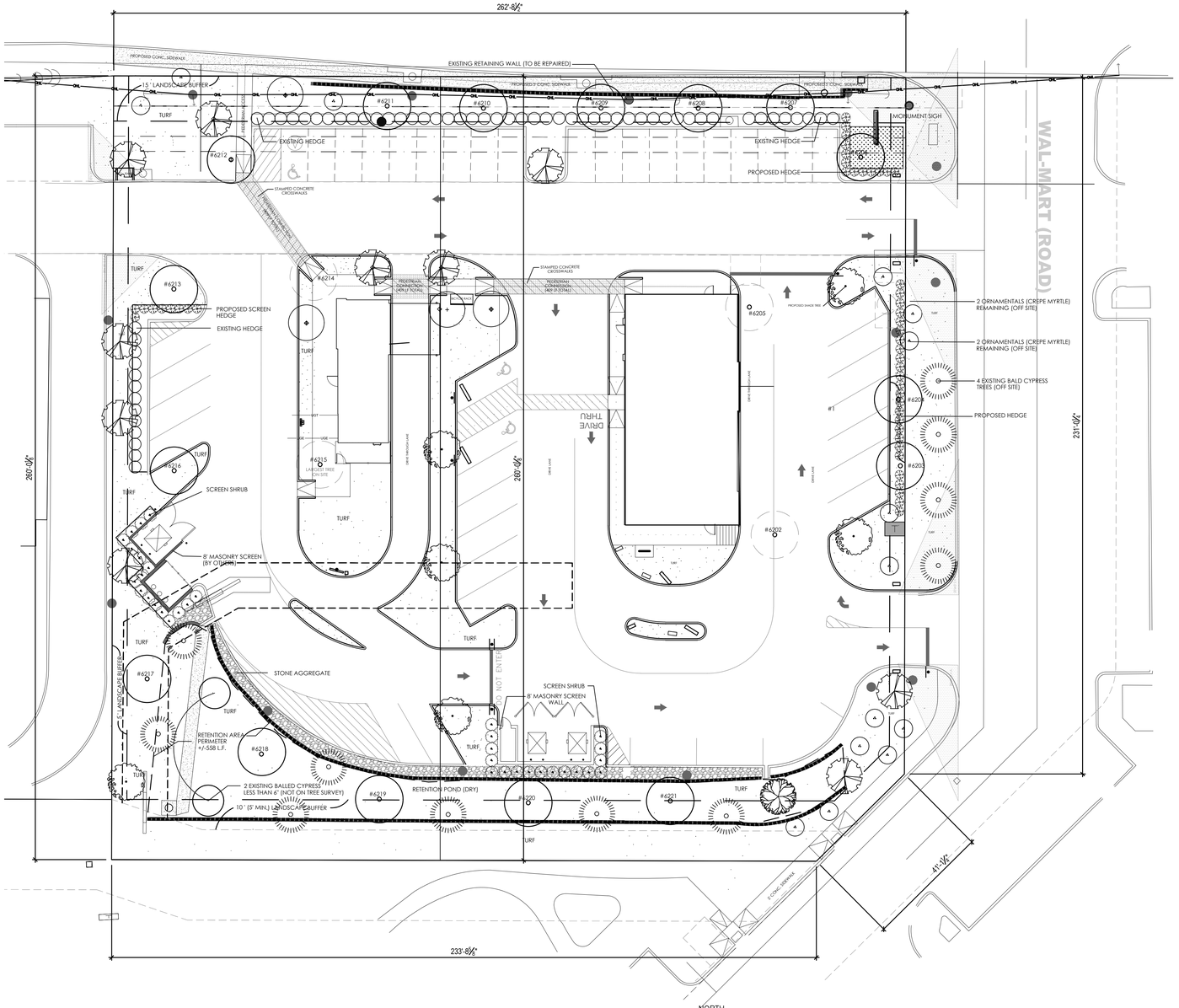
THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF SHAWN ROCKENBAUGH, P.E.

P.E. NO.: 85566
DATE: 05/20/22

DESIGN
DEC
2591 DALLAS PARKWAY, SUITE 300
FRISCO, TEXAS 75034
972-731-4354
TBPE FIRM NO. F-20255

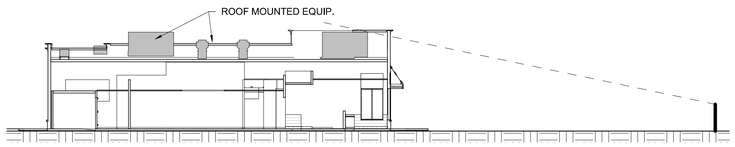
ISSUE DATE	DEC FILE NO.
06/07/22	10102
CITY FILE NO.	SHEET NO.
-	1

KNOW WHAT'S BELOW
DIAL 811
CALL BEFORE YOU DIG

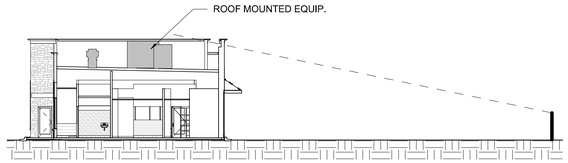

262'-8½"
PROPOSED CONC. SIDEWALK
EXISTING RETAINING WALL (TO BE REPAIRED)
15' LANDSCAPE BUFFER
TURF
EXISTING HEDGE
#6211
#6210
#6209
#6208
#6207
MONUMENT SIGH
PROPOSED HEDGE
#6212
STAMPED CONCRETE CROSSWALKS
WAL-MART (ROAD)
#6213
PROPOSED SCREEN HEDGE
#6214
#6215
#6216
SCREEN SHRUB
8' MASONRY SCREEN (BY OTHERS)
#6217
STONE AGGREGATE
#6218
RETENTION AREA PERIMETER +/-558 L.F.
2 EXISTING BALLED CYPRESS LESS THAN 6" (NOT ON TREE SURVEY)
10' (5' MIN.) LANDSCAPE BUFFER
#6219
RETENTION POND (DRY)
#6220
#6221
#6222
#6223
#6224
#6225
#6226
#6227
#6228
#6229
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FACADE PLAN NOTES

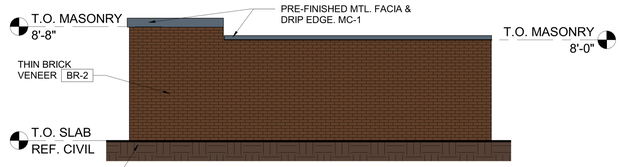
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



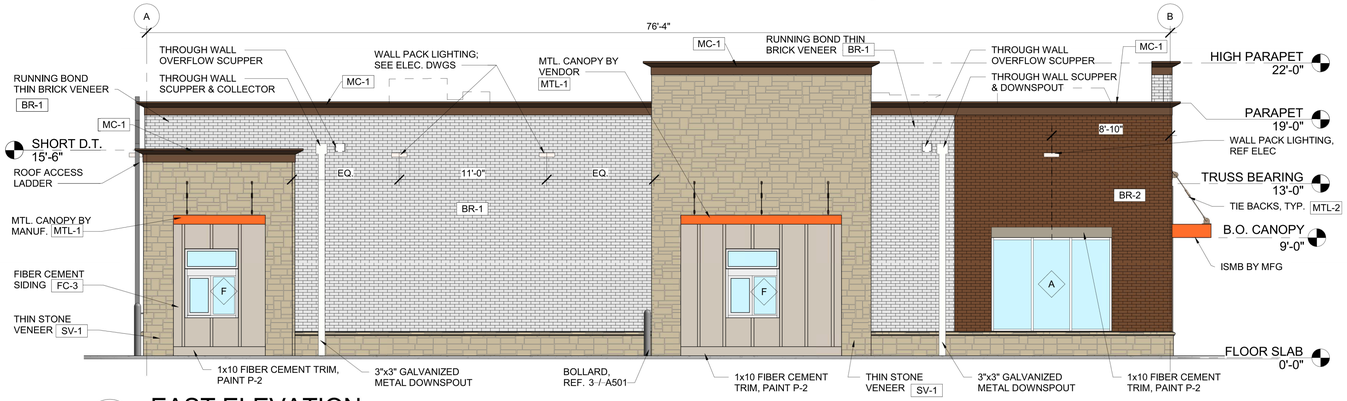
7 MECHANICAL SCREENING - NORTH
1/16" = 1'-0"



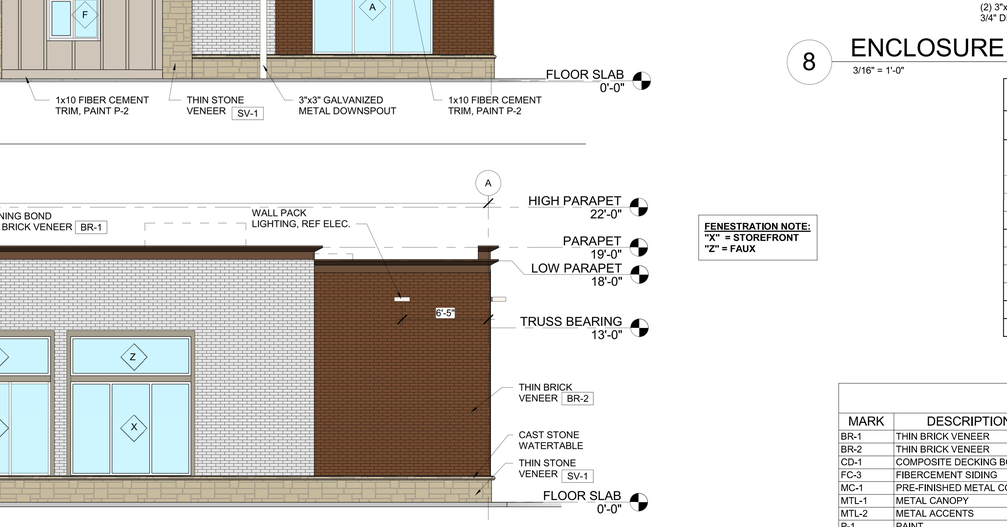
10 MECHANICAL SCREENING - EAST



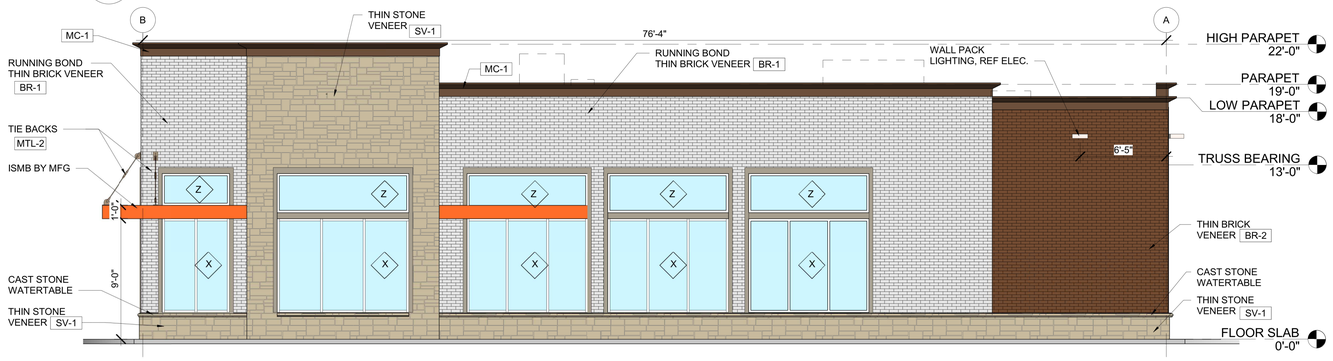
9 ENCLOSURE ELEVATION
3/16" = 1'-0"



5 EAST ELEVATION
3/16" = 1'-0"

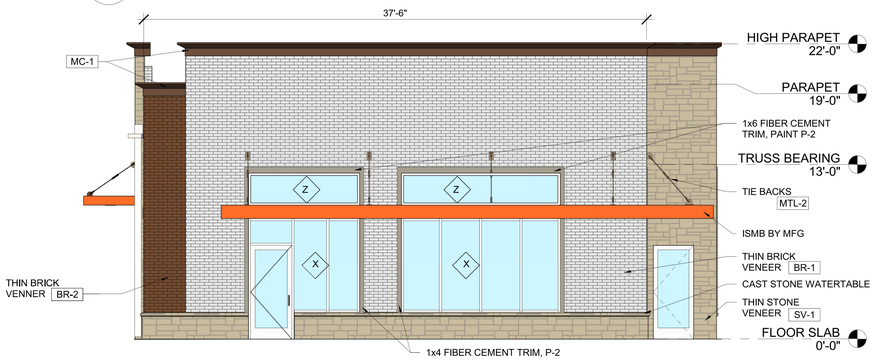


8 ENCLOSURE ELEVATION
3/16" = 1'-0"

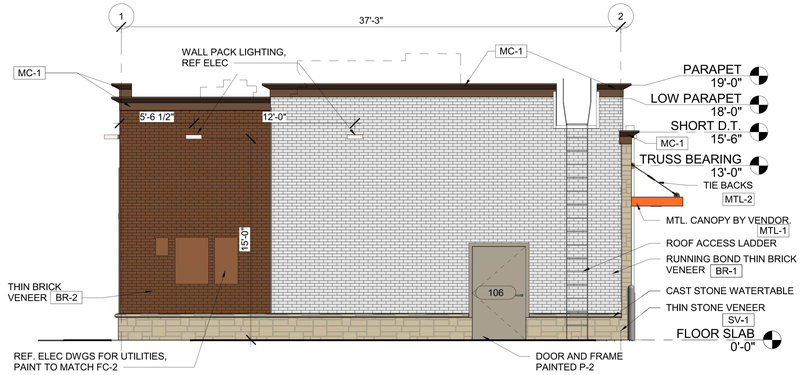


FENESTRATION NOTE:
"X" = STOREFRONT
"Z" = FAUX

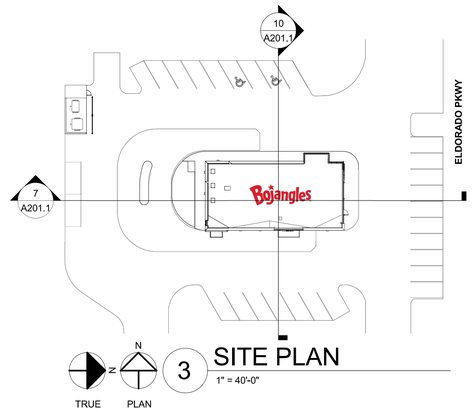
4 WEST ELEVATION
3/16" = 1'-0"



2 NORTH ELEVATION - PRIMARY FACADE
3/16" = 1'-0"



1 SOUTH ELEVATION
3/16" = 1'-0"



3 SITE PLAN
1" = 40'-0"

MATERIALS CALCULATIONS TABLE

MATERIALS	ELEVATIONS							
	NORTH (PRIMARY)		SOUTH		WEST		EAST	
	SF	%	SF	%	SF	%	SF	%
FENESTRATION	217	27	33	5	483	33	111	8
OTHER	**566**	73	**639**	95	**958**	67	**1306**	92
TOTAL: WALL SQUARE FOOTAGE	783	100	672	100	1441	100	1417	100
BR-1: THIN BRICK VENEER (GROUP A)	448	79	393	61	441	46	559	43
SV-1: THIN STONE VENEER (GROUP A)	69	12	76	12	316	33	411	31
BR-2: THIN BRICK VENEER (GROUP A)	50	9	171	27	199	21	192	15
FC-3: FIBERCEMENT SIDING (GROUP B)	-	-	-	-	-	-	144	11
TOTAL: GROUP A		100		100		100		89
TOTAL: GROUP B								11

FINISH LEGEND

MARK	DESCRIPTION	MANUFACTURER	FINISH / STYLE
BR-1	THIN BRICK VENEER	AUTHINTIC BRICK	MAGNOLIA BAY
BR-2	THIN BRICK VENEER	AUTHINTIC BRICK	MARSH POINTE
CD-1	COMPOSITE DECKING BOARDS	ENVISION COMPOSITE LUMBER	CARIBOU BROWN / SQUARE EDGE
FC-3	FIBERCEMENT SIDING	JAMES HARDIE	VERTICAL PANEL & SMOOTH BATTEN BOARD / COBBLE STONE
MC-1	PRE-FINISHED METAL COPING	METAL ERA	CANTED COPING / ANODIZED SIERRA TAN
MTL-1	METAL CANOPY	AMERICAN PRODUCTS, INC. (API)	TIGER DRYLAC - STEEL RACK ORANGE (RAL 2001)
MTL-2	METAL ACCENTS	VARIOUS	GREY BEIGE / RAL 1019
P-1	PAINT	BENJAMIN MOORE	CHANTILLY LACE (OC-65)
P-2	PAINT	BENJAMIN MOORE	BRIARWOOD (HC-175)
SF-1	STOREFRONT ASSEMBLY	KAWNEER	CLEAR ANODIZED
SV-1	STONE VENEER	SALADO	SONOMA / BUFF LUEDERS

HFA
Creative Solutions
Meaningful Places
HARRISON FRENCH & ASSOCIATES, LTD
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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IT IS NOT TO BE USED AT ANY TIME FOR ANY OTHER PROJECT OR AT A LATER TIME.
DATE ON 3/19/22 - AND IT IS NOT TO BE USED BY ANY PERSON FOR ANY PROJECT SITE OR AT A LATER TIME.
PUBLICATION OF THIS DRAWING REQUIRES THE SERVICES OF PROPERTY OR EXAMINE ON ANOTHER PROJECT.
REPRODUCTION OF THIS DRAWING FOR ANY PURPOSE WHATSOEVER IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

GP 3.1

STORE NUMBER: 2067
2821 W. ELDORADO PKWY
FRISCO, TX 75033

JOB NUMBER: 28-21-01420

ISSUE BLOCK

CHECKED BY:	KK
DRAWN BY:	JW
DOCUMENT DATE:	6/10/22
PROTO:	GP 3.1
PROTO CYCLE:	22.06

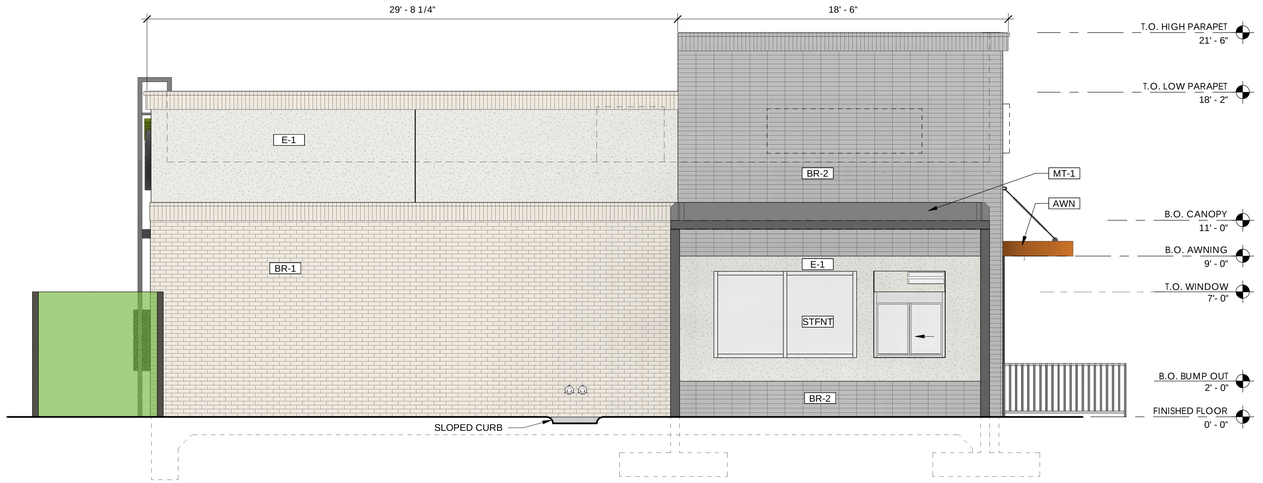
REGISTERED ARCHITECT
LAWRENCE LOVETT HOOD
19672
STATE OF TEXAS

2022.07.14 10:07:53-05'00'

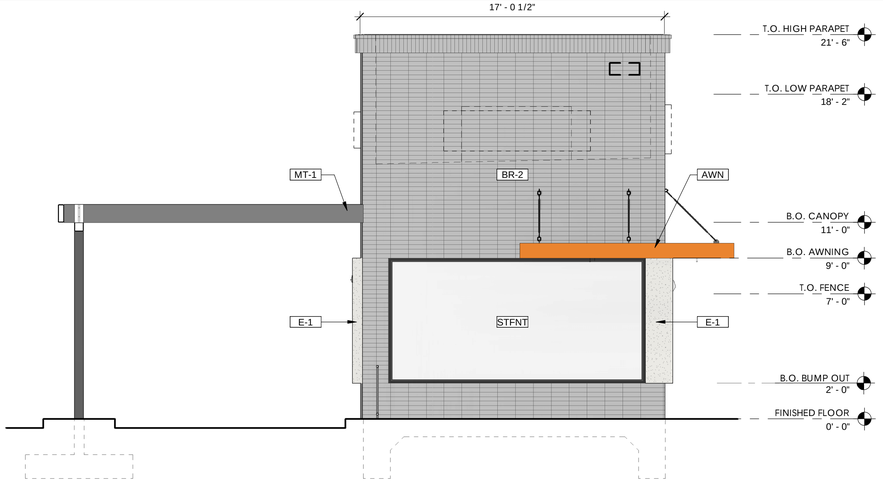
SUBDIVISION NAME:
THE VILLAGE AT ELDORADO
BLOCK A
LOT # 2

OWNER:
2821 ELDORADO LLC.
10620 TREENA ST, STE 230
SAN DIEGO, CA 92131
(858)500-7788

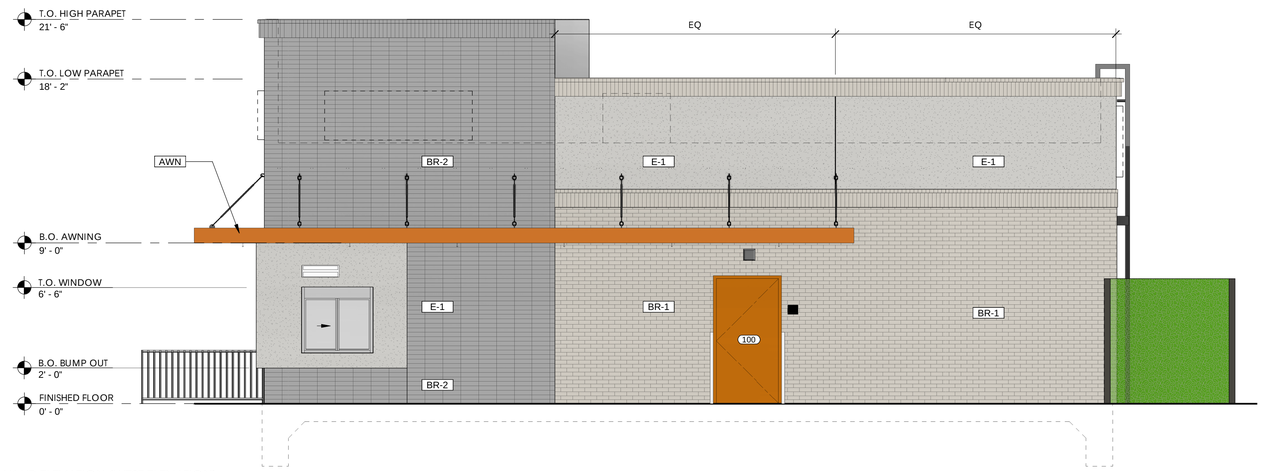
APPLICANT:
DANIEL STEWART
5300 TOWN & COUNTRY BLVD, STE 150
FRISCO, TX 75037
(469)850-0060



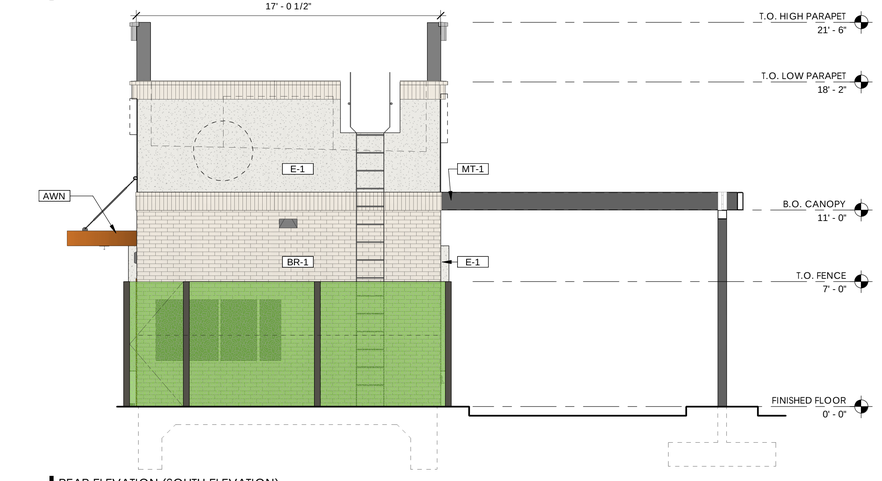
1 DRIVE THRU ELEVATION (EAST ELEVATION)
1/4" = 1'-0"



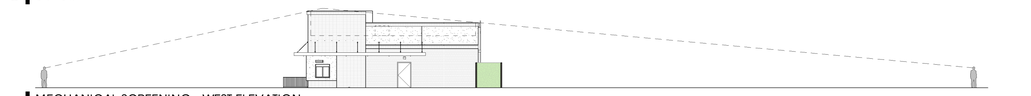
2 FRONT ELEVATION (NORTH ELEVATION)
1/4" = 1'-0"



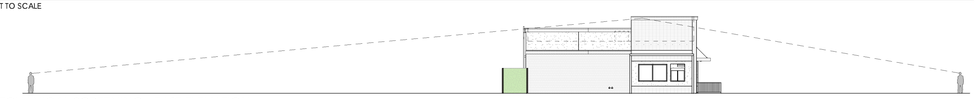
3 WALK-UP ELEVATION (WEST ELEVATION)
1/4" = 1'-0"



4 REAR ELEVATION (SOUTH ELEVATION)
1/4" = 1'-0"



5 MECHANICAL SCREENING - WEST ELEVATION
NOT TO SCALE



6 MECHANICAL SCREENING - EAST ELEVATION
NOT TO SCALE



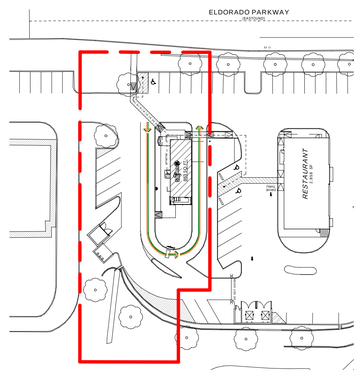
7 MECHANICAL SCREENING - SOUTH ELEVATION
NOT TO SCALE



8 MECHANICAL SCREENING - NORTH ELEVATION
NOT TO SCALE

MATERIAL CALCULATION										
	FRONT		DRIVE THRU		WALK UP		REAR		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	368	100	930	100	925	100	301	100	2524	100
NON-GLAZED DOORS AND WINDOWS	0	0	0	0	28	3	0	0	28	1
GLAZED DOORS AND WINDOWS	101	30	53	6	15	2	0	0	169	7
TOTAL (GLAZED/NON-GLAZED DOORS AND WINDOWS)	267	100	877	100	858	100	301	100	2303	100
BRICK- 1	0	0	385	44	381	44	219	73	985	43
BRICK- 2	256	70	273	27	295	34	0	0	824	37
EIFS (WHITE)	11	3	219	25	206	24	82	27	518	21
TOTAL MASONRY	256	96	658	75	676	79	219	74	1809	80

EXTERIOR FINISH SCHEDULE			
MARK	MATERIAL	DESCRIPTION	
BR-1	BRICK	PRODUCT: DART-TEX COLOR: ALASKA WHITE PATTERN: RUNNING BOND SIZE: KING	
BR-2	BRICK	PRODUCT: BELDEN BRICK COLOR: ENGLISH GRAY VELOUR PATTERN: STACKED BOND SIZE: NORMAN	
E-1	E.I.F.S.	PRODUCT: DRYVIT FINISH: SAND COLOR: TO MATCH SHERWIN WILLIAMS SW-7004 SNOWBOUND	
MT-01	METAL COPING	COLOR: SW-7068 GRIZZLE GRAY.	
AWN	AWNING	PRODUCT: GREENHECK FINISH: ALUMINUM COLOR: SW-6887 NAVEL	
STFNT	STOREFRONT	FINISH: CLEAR ANODIZED	



0 KEY SITE PLAN
NOT TO SCALE

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

RESTAURANT WITH DRIVE-THRU
THE VILLAGE AT ELDORADO
BLOCK A, LOT 1

PREPARATION DATE: JUNE 9, 2022

ARCHITECT:
ROGUE ARCHITECTS
513 MAIN STREET, STE 300
FORT WORTH, TX 76102
817-820-0433
ASHLEY MORELAND

OWNER:
ANDREW LEHNER
214-437-2525

ENGINEER:
JONES|CARTER INC.
4500 MERCENTILE PLAZA DRIVE,
SUITE 210
FORT WORTH, TX 76137
682-268-2207
RYAN J. ALCALA, PE

APPLICANT:
DEVELOPMENT ENGINEERING
CONSULTANTS, LLC
5300 TOWN & COUNTRY BLVD, SUITE 150
FRISCO, TX 785034
469-897-5560
DANIEL STEWART, PE

SALAD AND GO

423 & ELDORADO PKWY
CITY OF LITTLE ELM, TX 75033
PROTOTYPE VERSION 2.00

ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FT. WORTH, TX 76102
817.820.0433
www.rogueartchitects.com

SEAL

REGISTERED ARCHITECT
JON T RORSCHACH
15205
STATE OF TEXAS

FACADE PLAN: 6/09/2022

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT NO:	22-0200
ORIGINAL ISSUE:	4/18/22
SCALE:	AS NOTED
DRAWN BY:	Author
CHECKED BY:	Checker

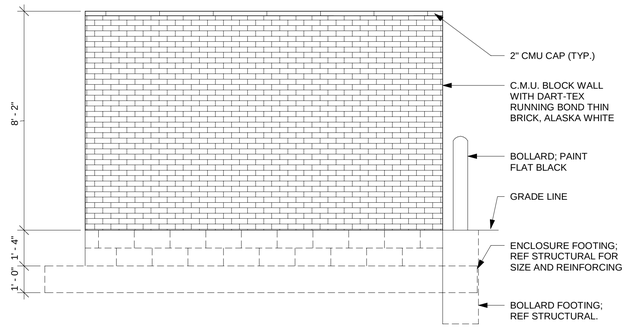
SHEET TITLE

FACADE PLAN

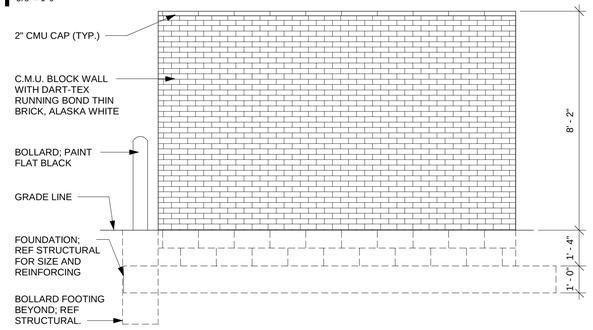
SHEET NUMBER

FP01

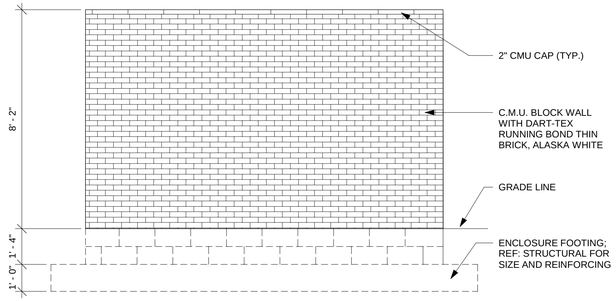
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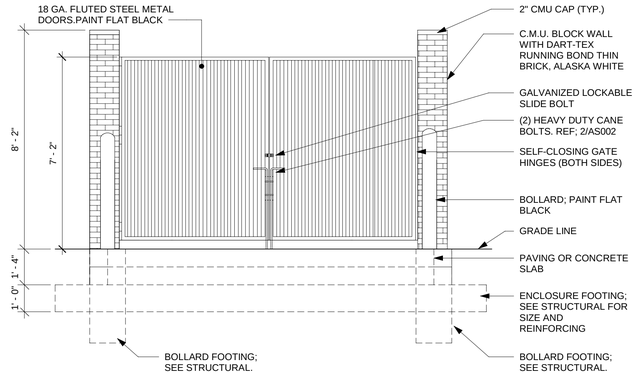
8 SIDE ELEVATION "B"
3/8" = 1'-0"



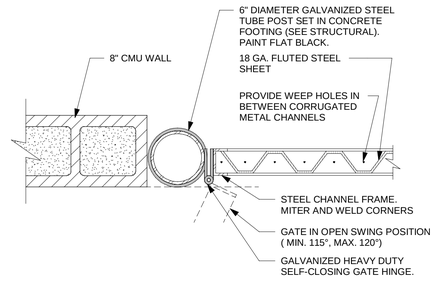
5 SIDE ELEVATION "A"
3/8" = 1'-0"



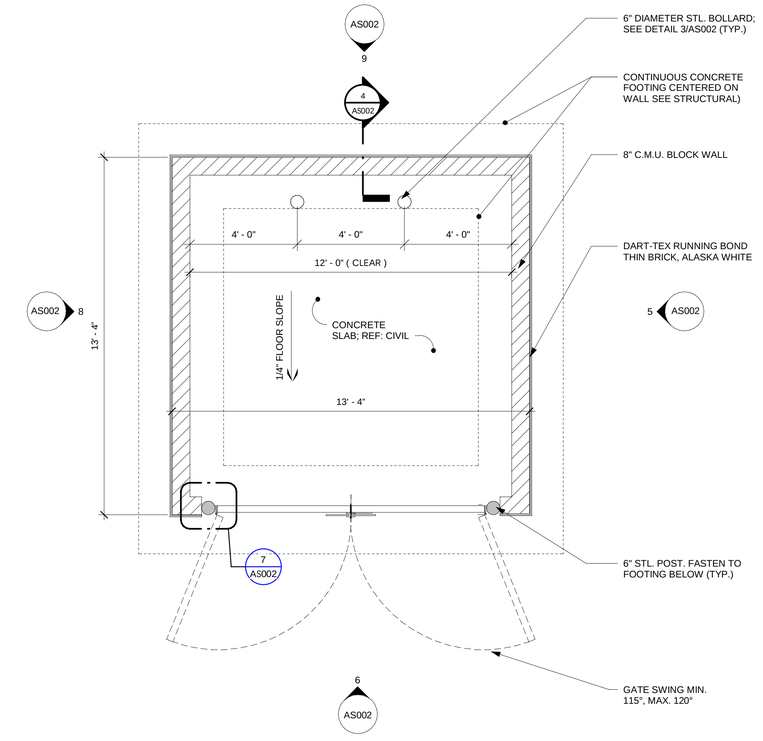
9 BACK ELEVATION
3/8" = 1'-0"



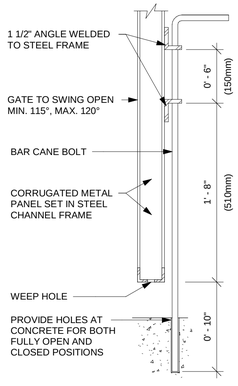
6 FRONT ELEVATION
3/8" = 1'-0"



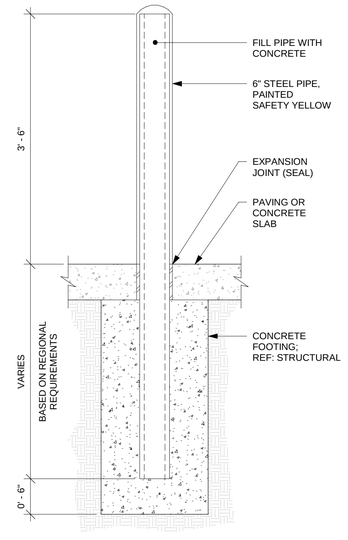
7 GATE HINGE DETAIL
1 1/2" = 1'-0"



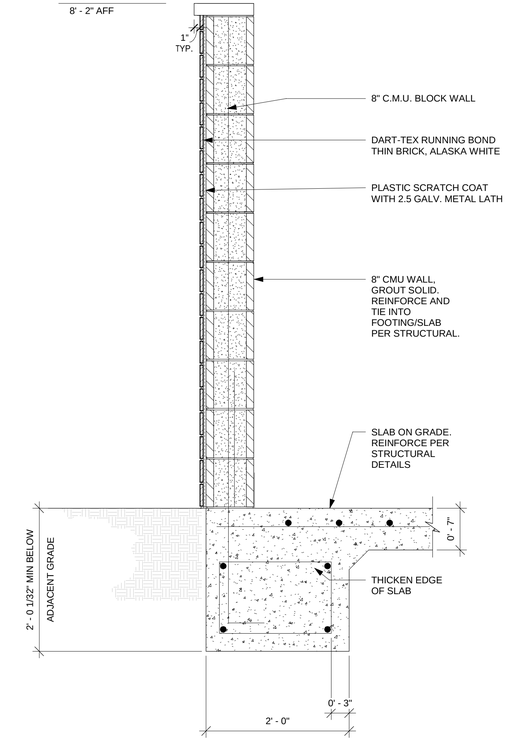
1 FLOOR PLAN
3/8" = 1'-0"



2 SECTION AT CANE BOLT
1 1/2" = 1'-0"



3 TRASH ENCLOSURE BOLLARD
1" = 1'-0"



4 TYPICAL CMU WALL SECTION
1" = 1'-0"

6/9/2022 2:25:04 PM

SAD AND GO

423 & ELDORADO PKWY

CITY OF LITTLE ELM, TX 75033

PROTOTYPE VERSION 2.00

ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FT. WORTH, TX 76102
817.820.0433
www.roguearchitects.com

SEAL

REGISTERED ARCHITECT JON J RORSCHACH 15205 STATE OF TEXAS

FACADE PLAN: 6/09/2022

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT NO:	22-0200
ORIGINAL ISSUE:	4/18/22
SCALE:	AS NOTED
DRAWN BY:	J. JEFFERY
CHECKED BY:	A. MORELAND

SHEET TITLE

TRASH ENCLOSURE DETAILS

SHEET NUMBER

AS002

Date:	07/19/2022
Agenda Item #:	5. H.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Hold a Public Hearing, Present, Discuss, and Consider Action on **Ordinance No. 1671 Regarding a Request to Rezone Approximately 6.686 Acres of Land, Currently Zoned as Light Commercial (LC), in Order to Establish a New Planned Development District Based on Light Commercial (LC) District Standards, to Allow a New Commercial Development with Modified Development Standards and Establish a New Type of Office/Warehouse/Showroom Product.**

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1671:

DESCRIPTION:

Location.
Generally located at 25643 and 25647 Smotherman Road, on the north side of Smotherman Road, approximately 500 feet from FM 423, within Little Elm's town limits

Background. Subject property currently consists of two pre-existing residential lots now zoned as Light Commercial (LC), both containing a residential structure. Subject property is bordered by New Life Community Church to the east and the newly constructed Shawnee Trail commercial development to the west. The residential neighborhood just to the north of this property is approximately 600 feet away from the proposed edge of the parking lot paving, and is made up of densely wooded area with existing trail connections.

The applicant, Madewell Companies, is introducing an office showroom and an office warehouse product that allows for a variety of business operations requiring more of a flex type of space. Some of the potential users include large format digital printing, engineering and architectural services, e-Commerce companies, retail carpet and flooring, media company, furnishing or home decorator, and custom personal or professional services. While the Town defines and allows office showroom and office warehouse uses within the Heavy Commercial (HC) zoning district, these uses are not

allowed within the Light Commercial (LC) zoning district.

In an effort to provide a safeguard against any potential nuisances and to ensure future tenants are more in line with the intent of the Light Commercial (LC) district, the applicant is proposing to customize the definitions for office showroom and office warehouse. The subject property also presents some challenges and limitations that come with developing a long narrow property, as well as a site that is broken down the middle with an undevelopable 100-foot Lone Star Gas Easement. As a result, the applicant would also need relief from various requirements of the Zoning Ordinance, and is therefore requesting to rezone the property to a new Planned Development district based on the Light Commercial (LC) district regulations with modified standards and added modified uses as listed below.

Proposal. The proposed PD will consist of two separate lots, each containing two one-story buildings, with an added mezzanine space for each individual tenant space. The site plan identifies a total of four buildings, Building 1 at 13, 686 square feet, Building 2 at 7,760 square feet, Building 3 at 12,680 square fet, and Building 4 at 9,050 square feet. The property owner is proposing to meet all of the requirements outlined within the Light Commercial (LC) district, with requested deviations as outlined in the sections below.

Uses. All uses as allowed within the Light Commercial (LC) zoning district with the addition of office showroom and office warehouse as defined below:

> *Office Warehouse*
> A building primarily consists of office use with incidental storage, warehousing, and distribution on un-containerized goods, merchandise, supplies, and equipment, within a finished building setting. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Warehousing and storage shall not exceed fifty (50) percent of the total floor area, per unit.
>
> *Office Showroom*
> A building that primarily consists of office use with incidental sample display areas or showrooms for the regular transaction of business and for the display of un-containerized merchandise, products, and/or services, delivered or performed off- premise, within a finished building setting. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Showroom component shall not exceed fifty (50) percent of the total floor area, per unit.
>
> *These designations do not include contractor's shop, storage yard, business services, or auto and/or boat sales and/or repair.*

Design Standards. The applicant is proposing a unique design with roll up, fully glazed, garage doors for each unit, and landmark entrance towers facing the street. The applicant has provided facade plans for all buildings based on the intent of the requirements within in Section 106.06.05 - Architectural standards for commercial structures.

Landscaping. The applicant has provided landscape plans in compliance with Section 106.06.18 - Commercial landscape requirements. It should be noted that the applicant is proposing to extend and connect the existing trail system to and through their site, down to Somotherman Road, and provide multiple public amenities within the 100-foot easement that cuts across the site, in the form of gazebos, benches, BBQ's, putting green, dog park, and sculpture garden. All landscaping and

amenities would be maintained by the tenant condo association for the property. These improvements are shown on the submitted plans and will be captured as part of the Ordinance.

Parking. Light Commercial district requires that office uses be parked at one space per 300 square feet and warehouse and showroom uses be parked at one space per 1,000 square feet. Given the unique product and a potential for a wide variety of uses, with the allowance for at least 50% of each unit to be utilized for warehouse or showroom, the applicant is proposing a modified parking ratio of one space per 400 square feet. With a total building square footage of 43,176, the subject property requires a total of 108 parking spaces, and provides 128 parking spaces.

The applicant is also providing electrical vehicle charging stations.
The applicant is requesting the modified parking ratio and shared parking across the entire site to be approved as part of this PD request.

Fire. The fire department has approved the proposed fire lane and round-about.

Comprehensive Plan. The future land use of this area is identified as retail and commercial, but does not specify light or heavy commercial. Given the limited frontage and narrow shape of this lot, retail is not likely to be successful in this particular location. Staff believes the proposed uses are primarily commercial in nature and would therefore align with the Town's vision for this area.

Recommendation to the Commission. Development standards exist in order to ensure quality and longevity of future development. The applicant has diligently worked with all the departments in order to work out site layout and building design issues. Staff believes the applicant is committed to providing a unique product and quality development, as can be witnessed from the most current plans, where most of the Town's requirements have been addressed and the proposal meets as much of the development standards as feasible on a challenging site such as this with the exception of the requested parking ratio and shared parking across the two lots. As part of the request, customized definitions of the office warehouse and office showroom uses have been developed in order to provide a safeguard and ensure quality uses and tenants. Staff recommended the Commission review the proposal based on the provided information and how the request meets the Town's vision for this area.

Commission Findings. At their regular meeting on July 7, 2022, the Planning and Zoning Commission made a recommendation to approve the request with the condition that all amenities be installed prior to the issuance of a Certificate of Occupancy, with six in favor and zero against.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

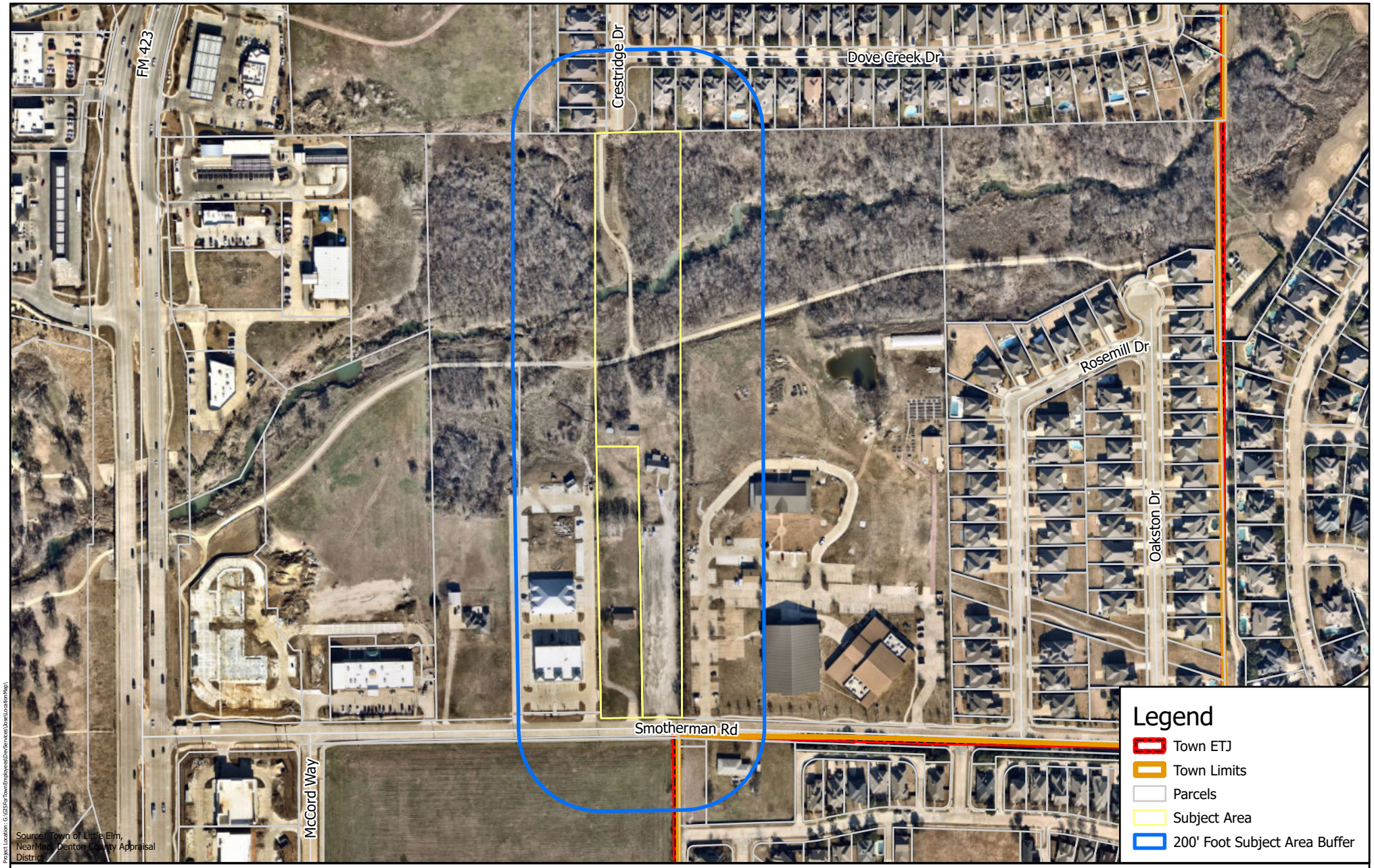
Planning and Zoning Commission recommends approval of the request subject to the following condition:

- All amenities shall be installed prior to issuance of a Certificate of Occupancy.

Attachments

Location Map

Ordinance No. 1671



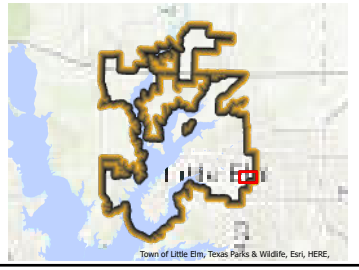
LITTLE ELM

25647 and 25643 SMOTHERMAN RD, Frisco ZONING CHANGE

0 0.03 0.07 0.13 Miles

N

Town of Little Elm
Denton County, Tx
Date: 6/3/2022



This product is to be used for graphical representation only. The accuracy is not to be taken/ used
as data produced for engineering purposes or by a Registered Professional Land Surveyor
for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed.
Town of Little Elm and its members assume no responsibility for the accuracy of said data.

Project Location: G:\GIS\For Town Employees\DevServices\Joel\LocationMap\

TOWN OF LITTLE ELM

ORDINANCE NO. 1671

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS AND USE DEFINITIONS ON 6.686 ACRES OF LAND GENERALLY LOCATED AT 25643 AND 25647 SMOTHERMAN ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 6.686 acres of land, more specifically described in the exhibits attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on July 7, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-LC (PD-LC) Case No. PD-22-03036; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 25643 and 25647 Smotherman Road, within Little Elm Town limits, approximately 6.686 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Light Commercial (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

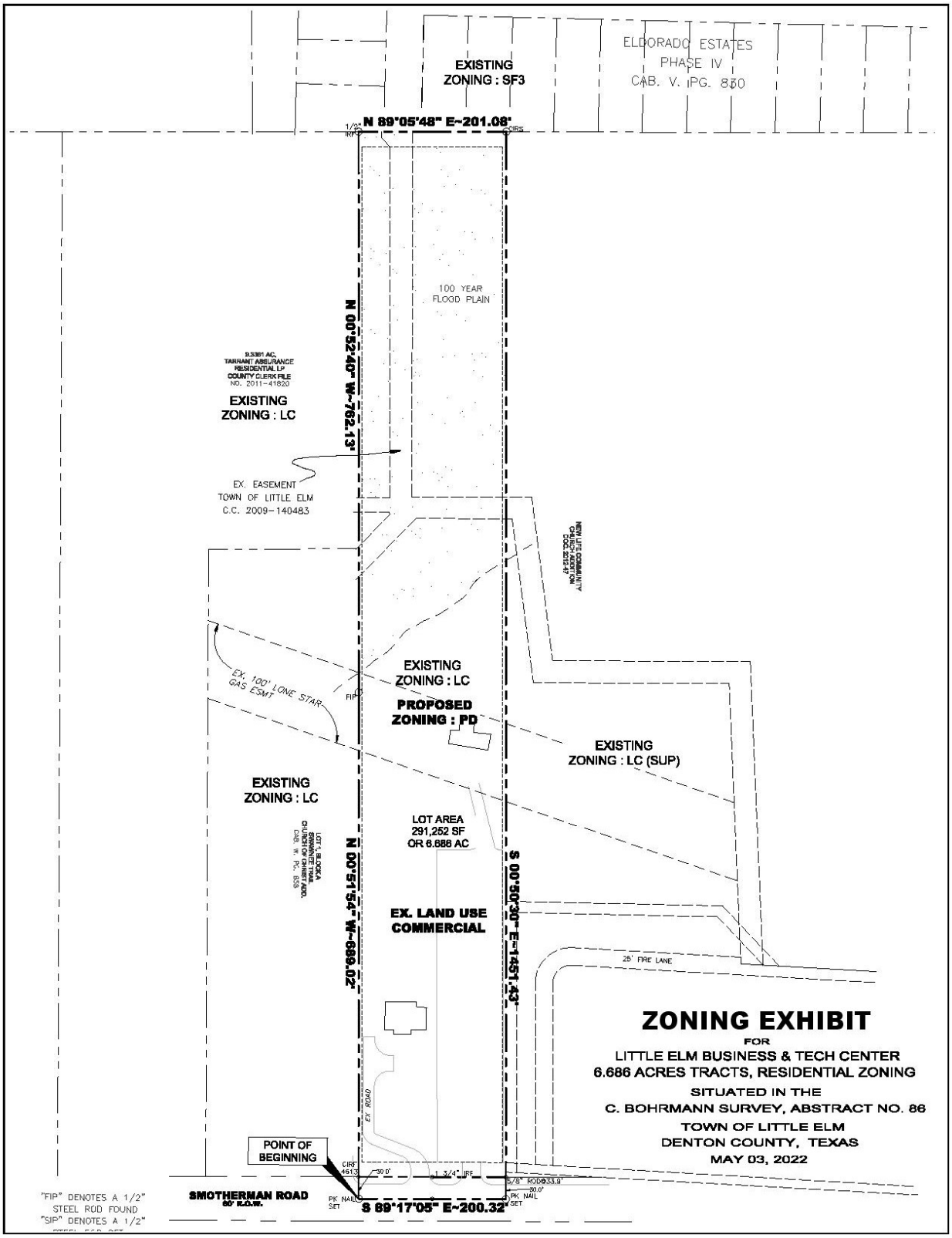
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds



ZONING EXHIBIT

FOR

LITTLE ELM BUSINESS & TECH CENTER

6.686 ACRES TRACTS, RESIDENTIAL ZONING

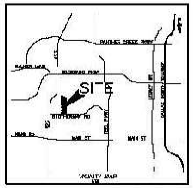
SITUATED IN THE

C. BOHRMANN SURVEY, ABSTRACT NO. 86

TOWN OF LITTLE ELM

DENTON COUNTY, TEXAS

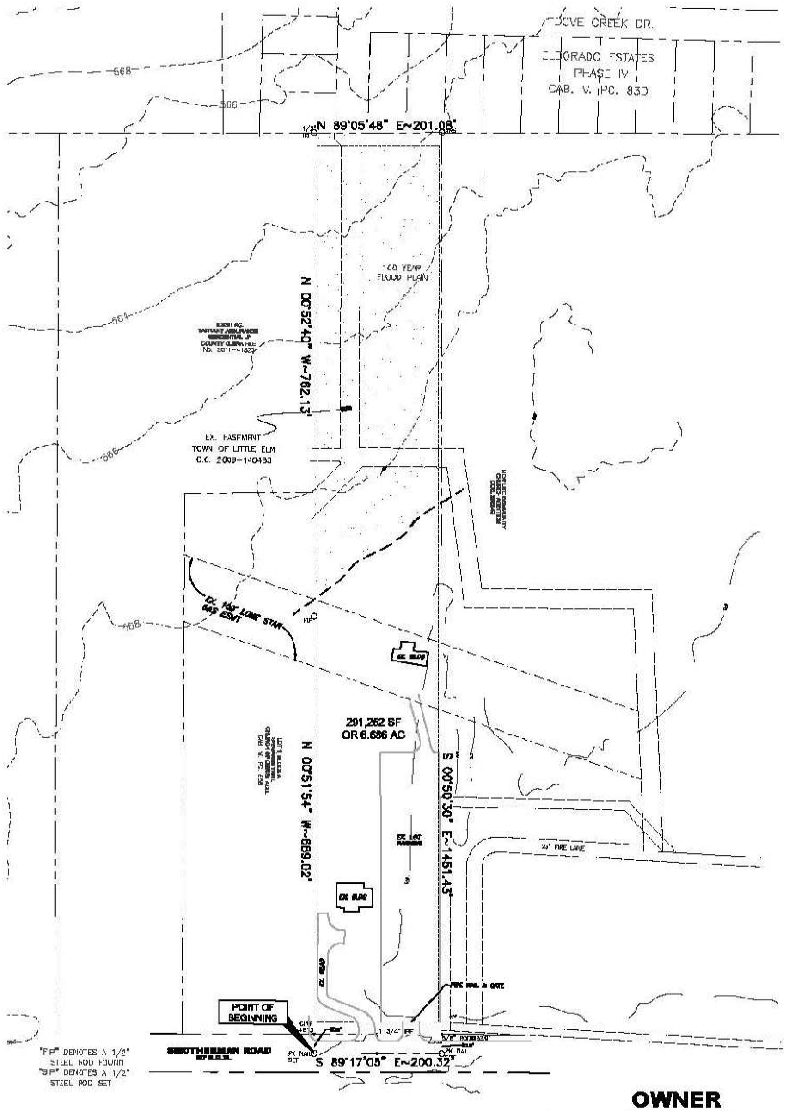
MAY 03, 2022

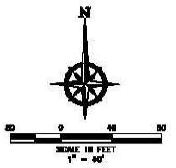


VICINITY MAP

LEGEND

	PROPERTY LINE/BOUNDARY LINE
	EASEMENT LINE
O	1/2 INCH IRON ROD
IRF	IRON ROD FOUND
IRS	IRON ROD SET
IPF	FOUND IRON PIN
ISP	SET IRON PIN
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
5/8" IRS	5/8 INCH IRON ROD SET





METES & BOUNDS DESCRIPTION

COUNTY OF DENTON

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BEGINNING POINT at a PK nail set in Smotherman road found in the Southeast corner of Lot 1, Block A Shawnee Trail Church of Christ Addition CAB. W, PG. 853 (P.R.D.C.T.),

THENCE N 00°52'54" W, passing at 30.22 feet a capped iron rod marked "1687" found for the southeast corner of said lot 1 and continuing on said course for a total distance of 889.02 feet to found iron rod pin for a corner;

THENCE N 00°52'40" E, a distance of 732.13 feet to a 1/2 inch iron rod found for a corner;

THENCE N 89°05'48" E, a distance of 201.08 feet to capped iron rod set for a corner;

THENCE S 00°50'30" E, with the west line of said New Life Community Church Addition, passing at 5/8" steel rod found in the north line of said public road at 1417.5 feet and continuing a total distance of road at 1451.43 feet to a PK nail set of said the point in the center of public road;

THENCE S 89°04'47" W, with the center of said public road, a distance of 99.81 feet to a PK nail set in Smotherman road;

THENCE S 89°17'05" W, a distance of 100.35 feet to the **POINT OF BEGINNING** and contain 291,252 SF. or 6.686 acres of land, more or less.

FLOOD STATEMENT:

I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, COMMUNITY NUMBER 481152 EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT TO FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS" AS SHOWN IN PANEL 04208 OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

M1 (CITY BENCHMARK)

NORTHWEST CORNER OF THE TOWN OF LITTLE ELM PARKING LOT, SOUTH OF ELDORADO PARKWAY (F.M. 720)

N: 7107686.54
E: 2445637.13 ELEV. 544.15

M2 (CITY BENCHMARK)

NORTHEAST CORNER OF D.H. BRENT ELEMENTARY SCHOOL, AND WEST OF WITT ROAD

N: 7105629.55
E: 2457580.45 ELEV. 550.53

ASA ENGINEERING
1309 LAUGHLIN ROAD, SUITE 210
DALLAS, TEXAS 75218
(972) 248-4431
TX T.B.P.E. REGISTRATION # F-006014
TX T.B.P.L.S. REGISTRATION # F-10174

OWNER

WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

DEVELOPER

MADEWELL COMPANIES
1720 BRAY CENTRAL DR, SUITE 200
MCKINNEY, TEXAS 75070

ALTA SURVEY

FOR
LITTLE ELM BUSINESS & TECH CENTER
6.686 ACRES TRACTS, RESIDENTIAL ZONING
SITUATED IN THE
C. BOHRMANN SURVEY, ABSTRACT NO. 86
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
MAY 05, 2022

G-1.0

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THENCE S 89°04'41" W, with the center of said public road, a distance of 99.81 feet to a PK nail set in Smotherman road;

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Exhibit B

PD Standards

Little Elm Business & Tech Center
Planned Development District
Intent and Purpose

This zoning submittal encompasses approximately 6.868 acres of land within the Town of Little Elm more fully described on the legal description attached as **Exhibit A (the "Property")**. The planned use for the Property is to provide Light Commercial Lots with flex space including two permitted uses, Office Warehouse and Office Showroom, in addition to the current Light Commercial (LC) Zoning. This planned Development ("PD") will provide the zoning regulations, as depicted in **Exhibit B**, necessary to develop the site and final layout and improvements must generally conform to **Exhibit C**.

Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of the regulations set forth in the PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the **Little Elm Development Standards, Article VI of the Code of Ordinances** in effect on the effective date of this agreement, except otherwise defined in the agreement. Uses and development regulations specifically modified, designed, or included in the PD shall not be subject to amendment after the date of this adoption of this PD (The "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in the PD shall be controlled by the" Zoning Ordinance" unless the context provides to the contrary.

Review and approval of a site plan by the Planning and Zoning Commission and the Town Council (In accordance with Section 107.03 of the Code of Ordinances) shall be required for any tract/lot within the PD district. No certificate of occupancy shall be required unless all construction and development conform to the Site Plan as approved by Town Council.

Requested waivers and other amendments contained herein:

1: Office Showroom and Office Warehouse added as allowed uses per definitions outlined the PD

2: Parking Ratio of 1 space per 400 sq. ft. and all parking will be subject to a shared parking agreement.

3: Foundation planting requirements met through provision of added amenities (not actual waiver)

Exhibit B
Planned Development District Standards

General Conditions for PD:

1. Purpose

It is the purpose of this PD Planned District to allow additional permitted uses for flex space to include Office Warehouse and Office Showroom at this location.

2. Project Location

The proposed PD site is located on the North side of Smotherman Road, 1055 feet East from the intersection of Smotherman Road and FM 423. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided. The project area is primarily surrounded by existing and future light commercial uses.

3. Use Regulations

Light Commercial Flex Space to include:

Office Warehouse defined as-

A building primarily consists of office use with incidental storage, warehousing, and distribution on un-containerized goods, merchandise, supplies, and equipment, within a finished building setting. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Warehousing and storage shall not exceed fifty (50) percent of the total floor area, per unit, accordingly.

Office Showroom defined as-

A building that primarily consists of office use with incidental sample display areas or showrooms for the regular transaction of business and for the display of un-containerized merchandise, products, and/or services, delivered or performed off- premises, within a finished building setting. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Showroom component shall not exceed fifty (50) percent of the total floor area, per unit, accordingly.

These designations do not include contractor's shop, storage yard, business services, or auto and/or boat sales and/or repair.

4. Condominium Designation

All developed buildings will include individual customized units that can be defined as a "condominium" as set forth in the Texas Property Code Section 82.003(a)(8), as amended and subject to a declaration of condominium that complies with Chapter 82 of the Texas Property Code, as amended. Customized refers to units' air conditioned/heated, containing individual meters for electricity or water/sewer, or cable/satellite service.

The internal drives, sidewalks, lighting, landscaping, and landscape irrigation systems will be private; the Condominium Association will be obligated by a commercial Condominium Declaration to

maintain these common elements and acknowledges that the City has no obligation to maintain or reconstruct the internal drives.

5. Base Zoning District

The permitted uses and standards will be in accordance with the (LC) Light Commercial zoning as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

6. Height and Area Regulations

This Planned Development shall follow and conform to all Landscape Requirements set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.08 - Special area and height regulations.

7. Conceptual Site Plan

Exhibit C identifies and locates the proposed Light Commercial Flex Space Lots within the Property. The proposed development will have unified and consistent design elements as currently included in the design requirements of the Light Commercial Zoning and provide an integrated development that complement the Town of Little Elm.

8. Landscape Requirements:

This Planned Development shall follow and conform to all Landscape Requirements set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.14 - Landscaping standards except for the ratios outlined herein. Foundation planting will be replaced with additional shrubs and tree planting in the central commons area East of buildings One through Four on both parcels.

The Foundation Planting Requirement will be met by alternate planting and community open space to include overall additional trees, shrubs, bench seating, dog park area, putting green, sculpture garden, and open space totaling 15,041 SF more than the 10% or 4,317 square feet indicated by the Foundation Planting Requirement. All shrubs will be 5 gallon and 36" at time of planting. All trees will be 4" cal. At 12" above grade at time of planting

Landscape Point System 3 to 15 Acres = 30 points

Points applicable to PD design:

10 pts	Monument sign to include Little Elm lakefront character or equal
5 pts	Enhanced driveway paving
5 pts	Use of street furniture benches
5 pts	Enhanced Hardscape (Stamped crosswalks, decorative walkways, meandering sidewalks)
5 pts	Open space provision
5 pts	Shaded or decorative outdoor seating areas
5 pts	Public art small
5 pts	Amenity dry detention pond
5 pts	Other unlisted elements – BBQ, putting green
50 pts	**Proposed Total**

9. Screening Standards:

Screening requirements will follow applicable sections of Sec. 106.06.31 – Screening

10. Architectural Standards.

This Light Commercial Flex Space Planned Development shall follow and conform to all architectural guidelines set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.05 - Architectural standards for commercial structures (includes office, retail, commercial, mixed use, etc.), unless otherwise depicted on the Facade Plans as part of Exhibit C.

11. Parking Standards.

All parking requirements in Sec. 106.06.41 will be followed with the exception of the ratios outlined herein. This PD shall require 1 parking space per 400 square feet of floor area. This parking ratio is based on an average total square footage for each unit of 1950 square feet. The base floor area will consist of 50% dedicated showroom / Warehouse with 30% dedicated to incidental storage, 10% bathroom-kitchenet, and 10% for internal stairs to mezzanine.

Exhibit C

Development Plans

MADEWELL COMPANIES

PD DOCUMENTS

FOR

LITTLE ELM BUSINESS & TECH CENTER

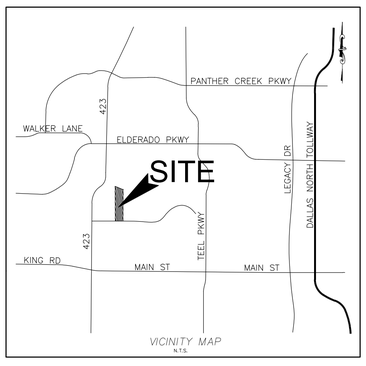
6.686 ACRES TRACT OF LAND

C. BOHRMANN SURVEY, ABSTRACT NO. 86

TOWN OF LITTLE ELM

DENTON COUNTY, TEXAS

LITTLE ELM



VICINITY MAP

SHEET INDEX:

SHEET NO.	SHEET CONTENTS
SITE PLAN	
G-0.0	COVER/ INDEX SHEET
G-1.0	ALTA SURVEY
C-1.0	SITE PLAN
C-2.0	DRAINAGE AREA MAP
C-3.0	MASTER UTILITIES PLAN
L-1.0	LANDSCAPE PLAN
SL-1	SITE LIGHTING PLAN
SL-2	LIGHTING POLE DETAIL
A-01	BUILDING 1 ELEVATIONS
A-02	BUILDING 2 ELEVATIONS
A-03	BUILDING 3 ELEVATIONS
A-04	BUILDING 4 ELEVATIONS
A-05	DUMPSTER

STATE OF TEXAS
PANSAK SRIBHEN
40320
LICENSED
PROFESSIONAL ENGINEER
06.28.22

PROJECT ENGINEER

PANN S. SRIBHEN, P.E.

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTERATION # 100433

OWNER

WESLEY COMMONS LITTLE ELM, LLC

4532 WHITE ROCK LANE

PLANO, TX 75024

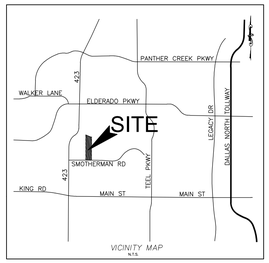
DEVELOPER

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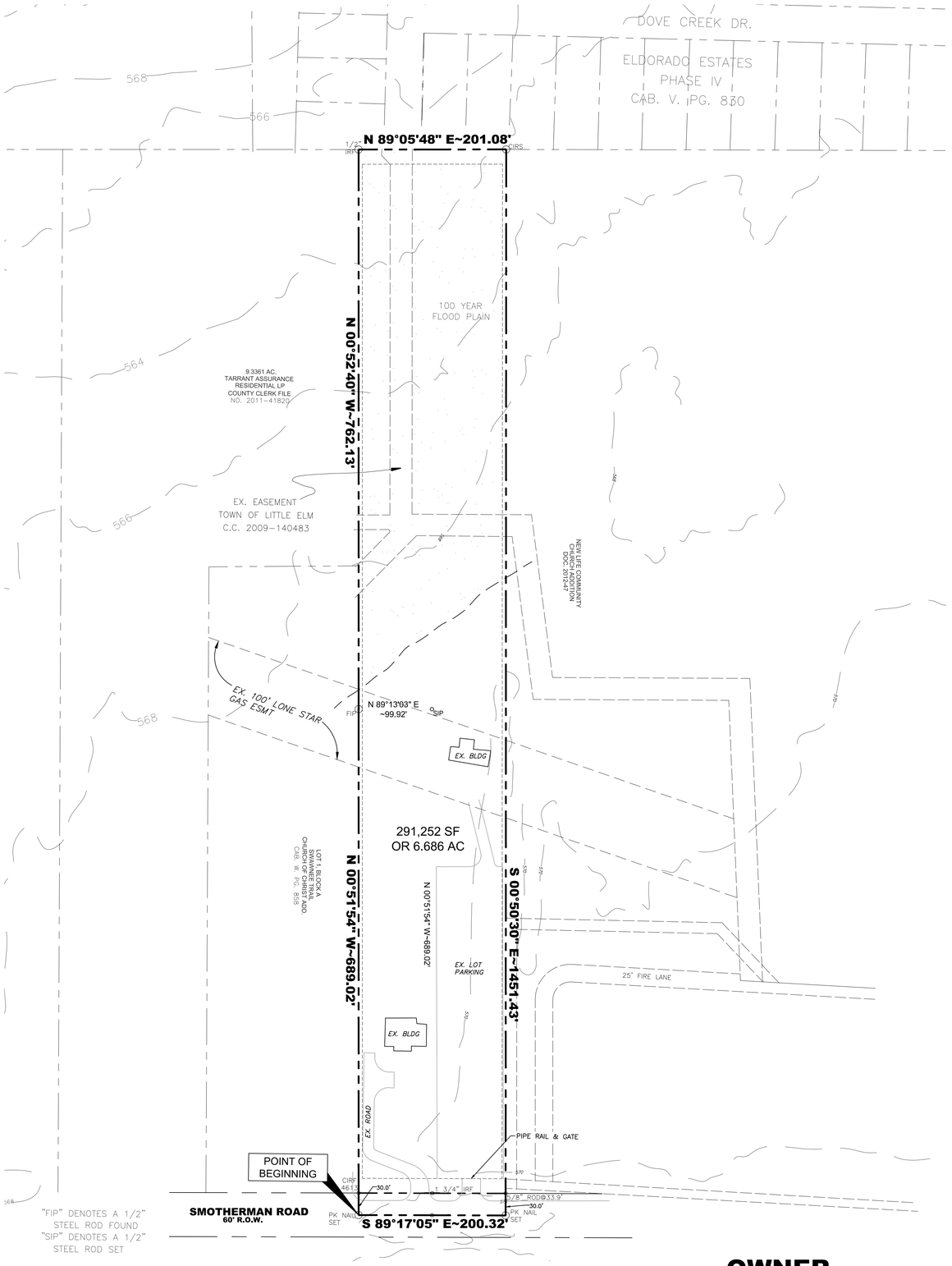
1720 BRAY CENTRAL DR, SUITE 200

McKINNEY, TEXAS 75070

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\000 G-0 COVER SHEET.dwg, 6/28/2022 9:31:37 AM



VICINITY MAP



LEGEND	
———	PROPERTY LINE/BOUDARY LINE
- - - - - - - -	EASEMENT LINE
○ 1/2" IRS/IRF	1/2 INCH IRON ROD
IRF	IRON ROD FOUND
IRS	IRON ROD SET
FIP	FOUND IRON PIN
SIP	SET IRON PIN
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N: 7109829.55
E: 2457580.45 ELEV: 559.59

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651
TX T.B.P.E. REGISTRATION # F-006974
TX T.B.P.E. REGISTRATION # F-6974

N

80 0 40 80
SCALE IN FEET
1" = 80'

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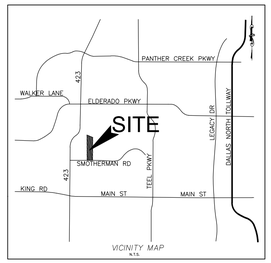
OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

DEVELOPER
MADEWELL COMPANIES
1720 BRAY CENTRAL DR, SUITE 200
McKINNEY, TEXAS 75070

ALTA SURVEY
FOR
LITTLE ELM BUSINESS & TECH CENTER
6.686 ACRES TRACTS, RESIDENTIAL ZONING
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TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
JUNE 28, 2022

G-1.0

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\PLAT\ALTA SURVEY.dwg, 6/27/2022 2:04:38 PM



VICINITY MAP

LEGEND

- BUILDING LINE SETBACK
- PROPERTY LINE
- EASEMENT LINE
- 12"WTR — 12" WATER LINE
- 8"WTR — 8" WATER LINE
- 6"F — 6" WATER FIRE SPRINKLER SYSTEM
- 6"FD — 6" WATER FIRE HYDRANT LINE
- 4"F — 6" WATER LINE FOR FIRE DEPARTMENT CONNECTION
- 2"D — 2" WATER LINE FOR DOMESTIC
- 8"SS — 8" OR 6" PVC SANITARY SEWER LINE
- 36"/24"/18" STORM LATERAL (RCP)
- TYPICAL AC UNIT AND ENCLOSURE
- FIRE DEPT. CONNECTION (FDC)
- 2,000 GALLONS GREASE INTERCEPTOR (4'–11"x15'–11")
- TRANSFORMER EASEMENT (8'x8')
- FIRE HYDRANT
- 5' SANITARY SEWER MANHOLE
- SINGLE HEAD LIGHT POLE
- WALL PACK
- EV — ELECTRIC VEHICLE PARKING MARKER
- WHEEL STOP (TYP.)
- STAINED CONCRETE CROSS WALK
- SINGLE OR DOUBLE GRADE INLET
- FIRELANE
- PAVING MEDIAN STONE
- RECREATION PARK AREA
- ESMT. — EASEMENT
- EX./EXIST. — EXISTING
- LS — LANDSCAPE
- TYP. — TYPICAL
- BL. — BUILDING SETBACK
- CP — COORDINATE POINT
- FACE OF CURB
- 6" — BACK OF CURB

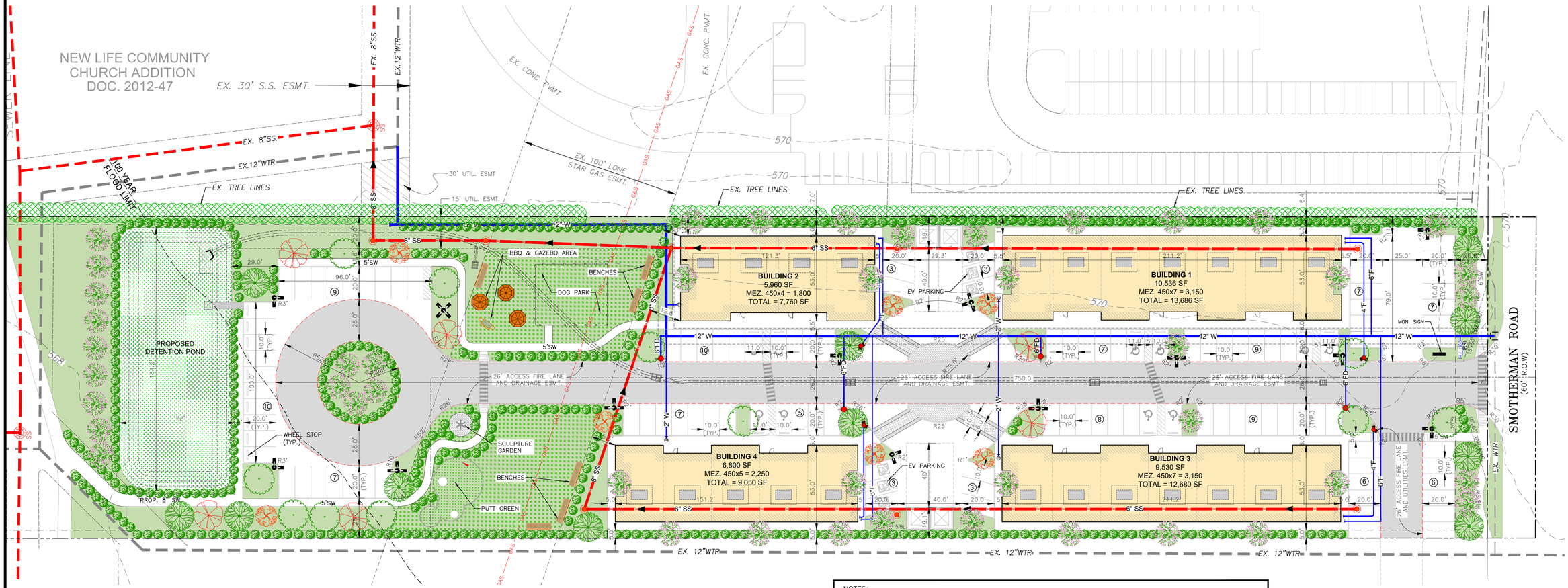
SITE PLAN SUMMARY

AREA LOT	= 291,252 S.F. (6.686 AC.)
TOTAL AREA USE	= 186,561 S.F. (4.248 AC.)
BLDG.#1 AREA	= 13,686 S.F. (1 STORY)
BLDG.#2 AREA	= 7,760 S.F. (1 STORY)
BLDG.#3 AREA	= 12,680 S.F. (1 STORY)
BLDG.#4 AREA	= 9,050 S.F. (1 STORY)
TOTAL BLDG AREA	= 43,176 S.F.
ZONING:	= LC (LIGHT COMMERCIAL)
USE	= FLEX OFFICE
BUILDING SETBACK	= 20 FT.
LOT COVERAGE	= 14.82%
FAR RATIO (OVERALL)	= 6.84 : 1
AREA OF SIDEWALK, PAVEMENT & OTHER IMPERVIOUS FLATWORK	= 121,137 S.F.
TOTAL IMPERVIOUS AREA	= 64.93%
PARKING REQUIREMENTS	
PARKING RATIO	= 1SP/400 G.F.A.B
TOTAL PARKING REQUIRED	= 108 SP
TOTAL PARKING PROVIDED	= 119 SP
HANDICAP PARKING REQUIRED	= 8 SP
EV PARKING PROVIDED	= 6 SP
STANDARD PARKING PROVIDED	= 105 SP
LANDSCAPE REQUIRED (10% OF GROSS AREA)	= 15% SF. (43,688 SF.)
LANDSCAPE AREA PROVIDED	= 18.72% (54,524 SF.)
RECREATION AREA PROVIDED	= 14,346 SF.
GROSS VEHICLE AREA	= 63,545 SF.

N

30 0 30 60

SCALE IN FEET
1" = 30'



NOTES:

1. SCREENING WALLS TO COMPLY WITH TOWN OF LITTLE ELM ORDINANCES.

FLOOD STATEMENT:

I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, COMMUNITY NUMBER 481152, EFFECTIVE DATE 4–18–11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "NON–SHADED ZONE X" DEFINED AS "AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT TO FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS" AS SHOWN IN PANEL 0420G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RATE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN–MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:

1. ALL WORK MUST CONFORM TO TOWN OF LITTLE ELM AND NCTCOG STANDARDS.
2. ALL WORK IN PUBLIC RIGHT–OF–WAY SHALL CONFORM TO TOWN OF LITTLE ELM.
3. SEE PLAT FOR ALL INFORMATION REGARDING EASEMENTS, PROPERTY LINES, ETC.
4. SEE STANDARD DETAIL SHEETS FOR PRIVATE DETAILS. ALL PRIVATE DETAILS ARE SUPERSEDED BY STANDARD CITY DETAILS.
5. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE CITY CONSTRUCTION STANDARDS (IF AVAILABLE) AND GOVERNED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 3RD EDITION AND TCEQ STANDARDS AND DETAILS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION OF ALL EXISTING UTILITIES AND EASEMENTS PRIOR TO START OF OPERATIONS. CONTRACTOR WILL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO STARTING THE WORK. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO START OF CONSTRUCTION. TAKE THE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

M1 (CITY BENCHMARK)

NORTHWEST CORNER OF THE TOWN OF LITTLE ELM PARKING LOT, SOUTH OF ELDORADO PARKWAY (F.M. 720)

N: 7107886.54
E: 2445637.13 ELEV: 544.15

M2 (CITY BENCHMARK)

NORTHEAST CORNER OF D.H. BRENT ELEMENTARY SCHOOL, AND WEST OF WITT ROAD

N: 7109829.55
E: 2457580.45 ELEV: 559.59

"DANGER" 811 Know what's below. Call before you dig. (@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

SITE PLAN

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248–9651 FAX (972) 248–9681
TX T.B.P.E. REGISTRATION # F–006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

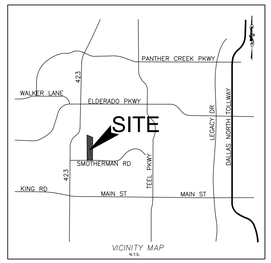
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DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: C-1.0

C:\2022\22212.MLE Markwell Center at Wesley Commons\CURRENT\C-1.SITE PLAN.dwg, 6/28/2022 2:03:18 PM, DWG To PDF.pc3



VICINITY MAP

LEGENDS:

A-1 — AREA NO
0.48 — AREA ACREAGE
3.00 — Q_{100} (CFS)

DRAINAGE DIVIDE

570 — EXISTING CONTOUR

N

15 0 15 30

SCALE IN FEET
1" = 15'

NEW LIFE COMMUNITY
CHURCH ADDITION
DOC. 2012-47

100 YEAR FLOOD LIMIT

EX. 100' LONE STAR GAS ESMT.

PROPOSED DETENTION POND

568

570

A-5 | 0.32 | 2.00

A-6 | 1.15 | 7.30

A-4 | 0.56 | 3.50

A-3 | 0.72 | 4.60

A-2 | 0.67 | 4.20

A-1 | 0.48 | 3.00

5'BL

25'BL

SMOTHERMAN ROAD (60' R.O.W)

FLOOD STATEMENT:

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DRAINAGE DATA

DRAINAGE DATA BASE ON	100 FREQUENCY
RUNOFF COEFFICIENT	0.80
RAINFALL INTENSITY*	7.91 (in/hr)
Tc	15 MIN.

FROM TOWN OF LITTLE ELM ENGINEERING DESIGN STANDARDS MARCH 2018

USE RATIONAL METHOD TO CALCULATE ESTIMATE WATER RUNOFF

Q = CIA
Q = MAXIMUM RATE OF RUNOFF (CFS)
I = AVERAGE RAINFALL INTENSITY FOR A DURATION EQUAL TO Tc (in/hr)
A = DRAINAGE AREA CONTRIBUTING TO THE DESIGN LOCATION (ACRES)

DRAINAGE AREA CALCULATION

DRAINANGE AREA MAP No.	AREA (AC.)	C RUNOFF (Factor)	TIME (Min.)	I (100 YR) INTENSITY (Inch)	Q (100 YR) (CFS)	COMMENT
A1	0.48	0.80	15.00	7.91	3.0	*Single Grade Inlet*
A2	0.67	0.80	15.00	7.91	4.2	*Double Grade Inlet*
A3	0.72	0.80	15.00	7.91	4.6	*Double Grade Inlet*
A4	0.56	0.80	15.00	7.91	3.5	*Double Grade Inlet*
A5	0.32	0.80	15.00	7.91	2.0	*Single Grade Inlet*
A6	1.15	0.80	15.00	7.91	7.3	*4' Conc. Flume*

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 C-2 DRAINAGE AREA MAP PLAN.dwg, 6/27/2022 1:55:21 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

DRAINAGE AREA MAP
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

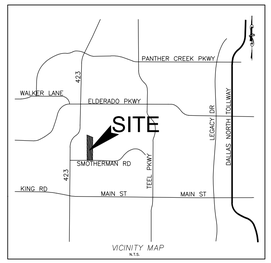
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: C-2.0



VICINITY MAP

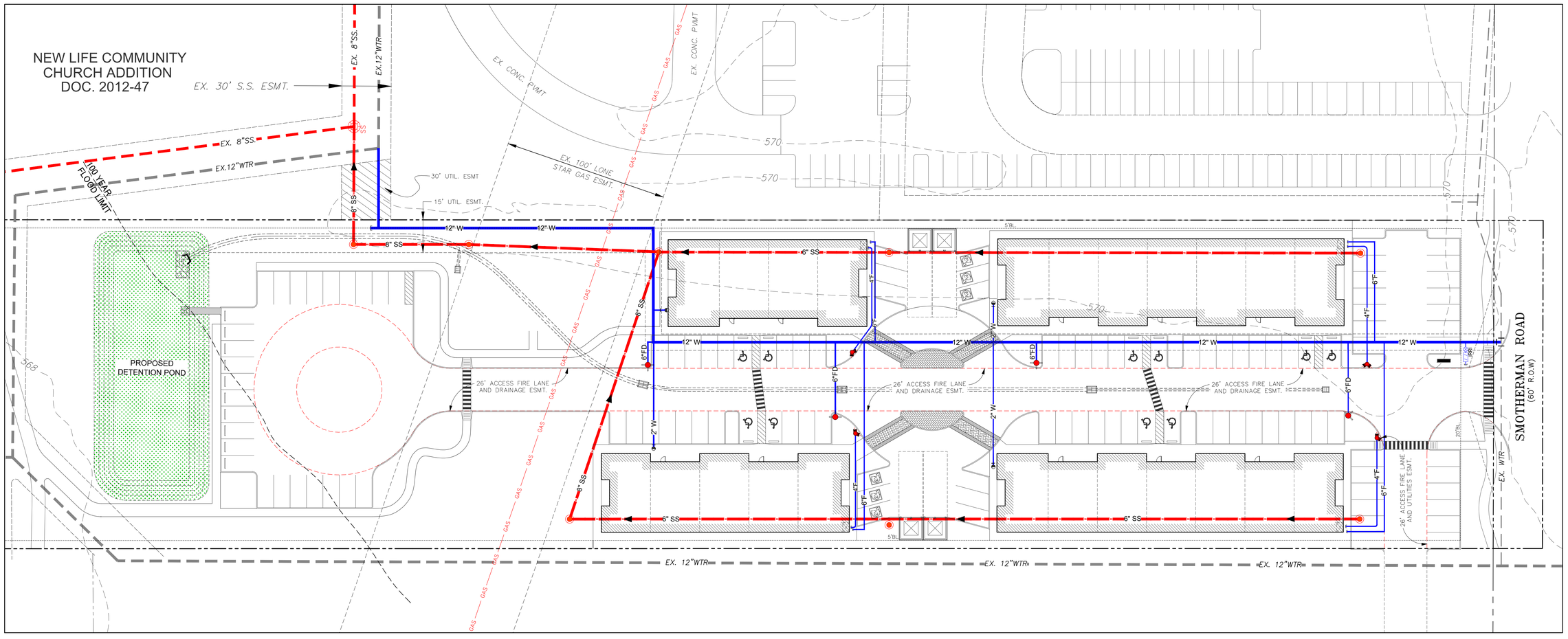
LEGEND:

- PROP. FIRE HYDRANT
- PROP. SANI. SEWER MANHOLE
- PROP. WATER LINE
- PROP. WATER LINE W/ PLUG
- PROP. SANI. SEWER LINE
- PROP. SANI. SEWER LINE W/ PLUG
- PROP. SANI. SEWER W/ MANHOLE
- PROP. SANI. SEWER LINE W/ CLEAR OUT

N

30 0 30 60

SCALE IN FEET
1" = 30'



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811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 C-3 MASTER UTILITY PLAN.dwg, 6/27/2022 1:55:54 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
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UTILITY PLAN

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

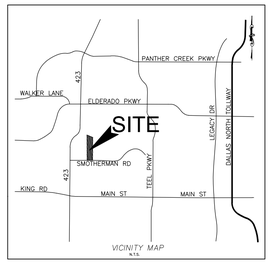
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SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 222 I 2.MLE

DATE: 06/28/2022

SHEET: C-3



VICINITY MAP

LANDSCAPE TABULATION

CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT.
ZONING: LC (LIGHT COMMERCIAL)

TOTAL SITE = 6.686 AC (291,252 S.F.)

BUILDING 1 = 13,686 S.F.
BUILDING 2 = 7,760 S.F.
BUILDING 3 = 12,680 S.F.
BUILDING 4 = 9,050 S.F.

VEHICULAR USE AREA = 24,585 S.F.

NON-RESIDENTIAL REQUIREMENTS

INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE / 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED
SITE = 6,355 REQUIRED (10%) / 54,524 S.F. (86%)
16 LARGE CANOPY TREES REQUIRED
28 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED.
8 PARKING SPACES APART PROVIDED.

A SMALL ORNAMENTAL TREE ALONG MAJOR ACCESS LANES

1 SMALL ORNAMENTAL TREE / 25 LF.
ACCESS LANE 750 L.F. FRONTAGE
30 ORNAMENTALS REQUIRED
38 ORNAMENTALS PROVIDED

INTERNAL PEDESTRIAN CONNECTION

1 URBAN TREE REQUIRED / 30 L.F. FOR 202 LF
7 TREES REQUIRED
8 TREES PROVIDED (INCLUDED IN LARGE CANOPY AND ORNAMENTAL)

LANDSCAPE AREAS PROTECTED BY 6" CONCRETE CURB, REQUIRED & PROVIDED.

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER

ADJACENT TO R.O.W. IS REQUIRED.
5' REQUIRED
5' PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ALL ABUTTING R.O.W.

A 36" MIN. HT. LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING.
A 36" HT. SCREEN HEDGE IS PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.

1 LARGE TREE / 25 L.F. REQUIRED
SMOTHERMAN ROAD (200 L.F.)
8 TREES REQUIRED
8 TREES PROVIDED
5 LARGE TREES PROPOSED
4 ORNAMENTAL TREES

LANDSCAPE POINT SYSTEM

30 POINTS REQUIRED
50 POINTS PROVIDED
10 PTS. MONUMENT SIGN FEATURES THAT INCLUDE REFERENCE TO LITTLE ELM'S LAKEFRONT CHARACTER, SUCH AS USE OF SAILBOATS OR LIGHTHOUSES IN AMENITIES
5 ENHANCED ENTRANCEWAY PAVING (USING PAVERS, COBBLE OR DIFFERENT COLORED-STAMPED CONCRETE
5 ENHANCED HARDSCAPE (STAMPED CROSSWALKS, DECORATIVE COBBLE WALKWAYS, MEANDERING SIDEWALKS, ETC.)
5 USE OF STREET FURNITURE (BENCHES, TABLES AND CHAIRS)
5 OPEN SPACE PROVISION GREATER THAN WHAT IS REQUIRED (20 TO 30 PERCENT OVER MINIMUM)
5 USE OF SHADED AND DECORATIVE OUTDOOR SEATING AREAS (BENCHES, OUTDOOR DINING, ETC.)
5 PUBLIC ART, SMALL (OBELISKS, SCULPTURES, STATUES, CLOCK TOWERS, WATER FOUNTAINS, ETC.)
5 AMENITY DETENTION POND (DRY)
5 OTHER UNLISTED ELEMENTS, BBQ; PUTTING GREEN

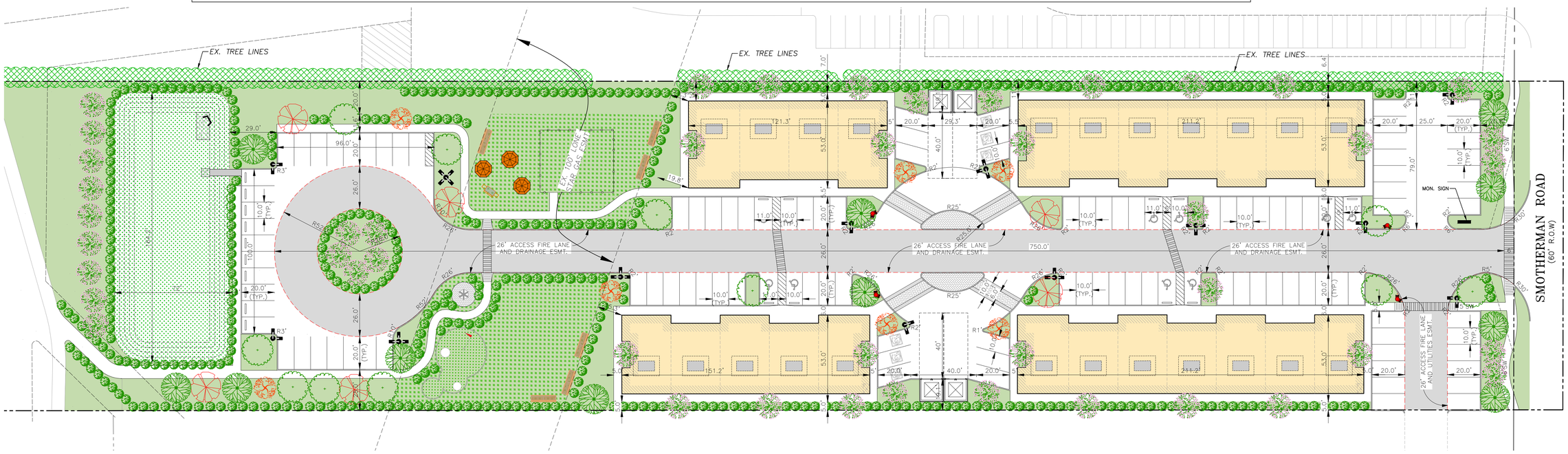
DETENTION POND BASIC (DRY) POND

447 LF PERIMETER
75 NANDINA SIENNA SUNRISE PROVIDED
9 RED CREPE MYRTLE PROVIDED

IRRIGATION PROPOSED

ALL REQUIRED LANDSCAPE AREAS SHALL BE IRRIGATED BY AN AUTOMATIC, UNDERGROUND LOW PRESSURE DRIP IRRIGATION SYSTEM, THIS SYSTEM WILL BE DESIGNED BY LICENSED IRRIGATOR BY THE STATE OF TEXAS. THIS SYSTEM WILL CONTAIN A FREEZE / THAW SENSOR, WIND AND RAIN GAUGE AND WILL BE DESIGNED TO PROVIDED 100% COVERAGE TO ALL EXISTING AND PROPOSED PLAN MATERIAL.

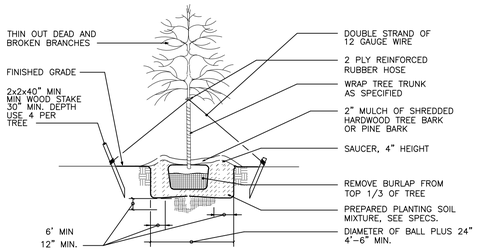
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1" = 30'



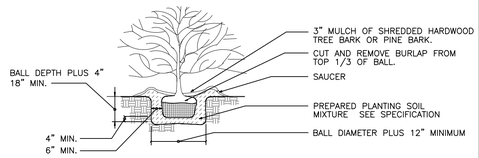
LANDSCAPE DETAILS

PLANT LIST

COMMON NAME	BOTANICAL NAME	QUANT.	SIZE
LACEY OAK	QUERCUS LACEYI	11	4" CAL.
CHINESE PISTACHE	PISTACIA CHINESIS	6	4" CAL.
ALLEE ELM	OAKLAND NURSERIES	11	4" CAL.
RED CREPE MYRTLE	LAGERSTROEMIA INDICA 'WATERMELON RED'	45	3" CAL.
SHANTUNG MAPLE	ACER TRUNCATUM	7	3" CAL.
NANDINA SIENNA SUNRISE	NANDINA DOMESTICA 'SIENNA SUNRISE'	411	5 GAL.
BERMUDA GRASS SOD	CYNODON DACTYLON	54,524 S.F.	



LARGE TREE STAKING DETAIL
NOT TO SCALE FOR TREES UNDER 3 1/2" CALIPER



SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR ISRESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSEIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLAN
4. ALL SHRUB AND GROUNDCOVERBEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH OR APPROVED EQUAL.
5. LANDSCAPE EDGINGSHALLBE OF TYPE AND LOCATION AS NOTES ON PLAN.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE GUILDELINES ESTABLISHED BY THE CURRENT AMERICAN STAND FOR NURSERY STOCK, PLUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEM OR LOCAL (TEXAS ASSOCIATION OF NURSERYMEM STANDARDS) EQUIVALENT.
7. TREES PLANT ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
8. ALL PLANT MATERIAL SHALL BE MATRAINED IN A HEALTY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DISTORYED OR REMOVED.
9. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
10. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
11. QUANTITIES ON PLAN AND PLANT LIST ARE PROVIDED AS A CONVENENCE FOR EASTIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR BIDDING AND PROVIDING QUANITY OF PLANTS REQUIRED AT SPACING INDICATED FOR THE BED SIZE AND CONFIGURATION SHOWN REGARDLESS OF QUANTITIES SHOWN ON PLAN AND PLAN LIST. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
12. ALL LANDSCAPE PLANTINGS. THREES, SHRUBS, GROUNDCOVERS AND GRASSES, TO BE GUARANTEED FOR A PERIOD OF ONE YESR AFTER FINAL ACCEPTANCE.
13. ALL TREES TO BE PLANTED IN PITS TWICE THE DIAMETER OF THE TREE BALL AND NO DEEPER THAN THE DEPTH OF THE BALL. SCARIFY ALL TREE PITS SIDES PRIOR TO PLANTING. ALL TRSSE ARE TO BE PLANTED PLUMB AAT AT OR SLIGHT ABOVE FINISHED GRADE. ALL TREE PITS TO HAVE A 3" WATERING SAUCER FORMED AROUND THE PERIMETER OF THE PIT. ALL TREE PITS ARE TO BE TOP-DRESSED WITH 3" LAYER OF SHREDDED HARDWOOD MULCH, OR APPROVED EQUAL. STAKE AND OR GUY TREES AS DIRECTED BY THE LANDSCAPE ARCHITECT.
14. ROTOTILL THE EXISTIONG SOIL OF ALL PLANTING BEDS TO A MINIMUM DEPTH OF 6", ADD A 3" LAYER OF PREMIUM COMPOST AS SUPPLIED BY LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL AND TILL INTO THE TOP 3" OF EXISTING SOIL. INSTALL ALL SHRUBS 1" AS PER MANUFACTURER'S RECOMMENEDED RATE OF APPLICATION. TOP DRESS WITH A 2" LAYER OF SHREDDED HARDWOOD BARK MULCH, OR APPROVED EQUAL.
15. NO PLANT MATERIAL SHALL BE INSTALLED UNTIL THE IRRIGATION SYSTEM HAS BEEN INSTALL AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREA.
16. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT OF REFUSE AND/OR REJECT LANDSCAPE MATERIAL ON SITE.

LEGENDS:

- LACEY OAK TREE, 4" CAL. (SHADE)
- CHINESE PISTACHE, 4" CAL. (SHADE)
- ALLEE (LACEBARK) ELM, 4" CAL. (SHADE)
- CREPE MYRTLE 'WATERMELON RED', 3" CAL. (ORNAMENTAL)
- SHANTUNG MAPLE, 3" CAL.
- NANDINA SIENNA SUNRISE, 3G.
- BERMUDA GRASS

FLOOD STATEMENT:

I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, COMMUNITY NUMBER 481152, EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT TO FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS" AS SHOWN IN PANEL 0420G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RATE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE:

ALL TREES PER THE TOWN OF LITTLE ELM REQUIREMENT SEE REFERENCE SECTION 106.06.18

NOTE:

ALL RIGHT OF WAY TO BE SODDED

"DANGER"
811 Know what's below. Call before you dig
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

LANDSCAPE PLAN
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

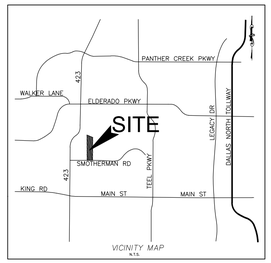
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 222 I 2.MLE

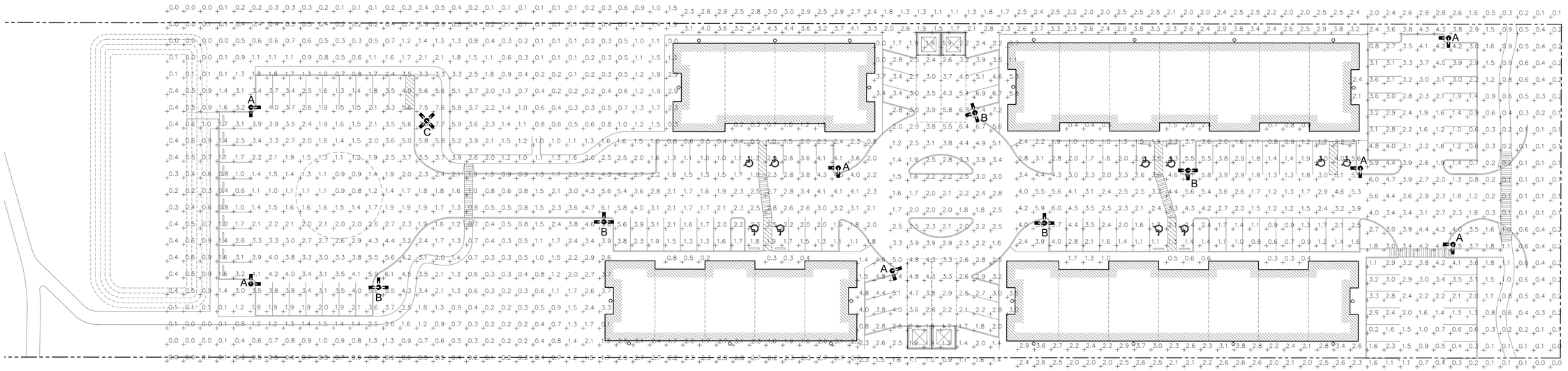
DATE: 06/28/2022

SHEET: L-1

Z:\2022\222124.1\Mallwell Center at Wesley Common\SUBMISSION 1 - LV\ARCH\LAYR.dwg, 6/28/2022 3:58:41 PM, DWG To PDF.pc3



VICINITY MAP



CATALOG:	KAX2 LED P2 50K R5 MVOLT						
DESCRIPTION:	KAX AREA SERIES SIZE 2,PERFORMANCE PACKAGE 2, 500K, TYPE 5, 120-277V						
LAMP:	LAMP						
LAMP OUTPUT:	TOTAL LUMINARIES LUMENS IS 7,936						
BALLAST:	LED DRIVER						
INPUT WATTAGE:	248						
DESCRIPTION:	TYPE VS, BUG RATING: B5-U0-G3						

Luminaire Schedule

Symbol	Label	Qty	Label	Arrangement	LLF	Description	Arr. Watts
	A	7	KAD LED, 60 LED, 1AMP MVOLT	2 HEADS	1.000	90 DEGREE	496
	B	5	KAD LED, 60 LED, 1AMP MVOLT	3 HEADS	1.000	3-WAY	744
	C	1	KAD LED, 60 LED, 1AMP MVOLT	4 HEADS	1.000	4-WAY	992

1352 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES

Average	2.5
Maximum	7.4
Minimum	0.1
Avg:Min	N/A
Max:Min	N/A
Coef Var	1.31
UnifGrad	N/A

NOTES:

1. ATTACH GROUND WIRE SIZED AS PER ELECTRICAL CODE.
2. THE LIGHT POLE FOOTINGS SHALL BE SET AND REINFORCED AS SHOWN ON THE DETAIL EXCEPT FOR THE FOOTINGS LOCATED IN UNSTABLE AREAS OR IN AREAS WITH SHALLOW SOIL.
3. THESE AREAS SHALL BE REDESIGNED WITH THE DEPTH OF FOUNDATION AND REINFORCING REVISED TO MEET POLE AS NOTED BY GEOLOGICAL INSPECTOR.
4. THE STRUCTURAL ENGINEER SHALL REDESIGN AND DETAIL ALL FOOTINGS FOR LOCATIONS INDICATED BY THE CONSULTING GEOLOGIST THAT NEED REVISING.
5. FOR <20' MOUNTING HEIGHT POLE SHALL INSTALL DEPTH OF FOOTING IS 6' MIN. AND HEIGHT OF SQUARE BASE COVER IS 5-3/4". TX DOT/TRAFFICE STANDARDS/RID(FND)-11.

15 0 15 30
SCALE IN FEET
1" = 15'

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

SITE LIGHTING PLAN

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

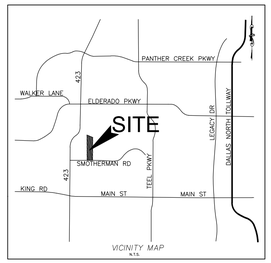
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 222 I 2.MLE

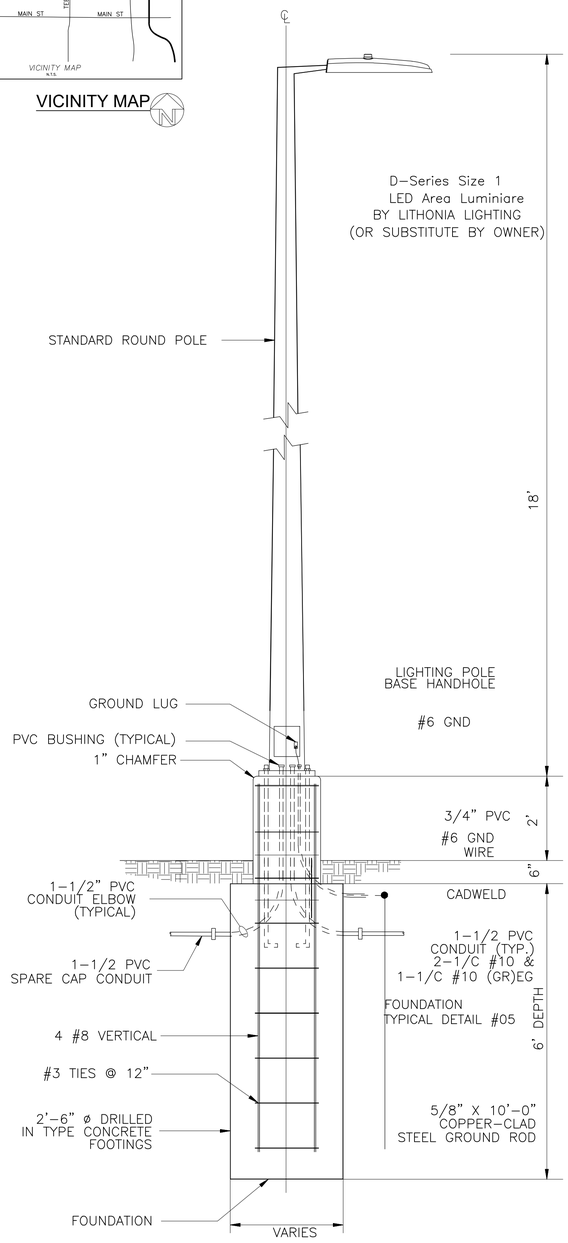
DATE: 06/28/2022

SHEET: SL-1

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 SL-1 & SL-2 SITE LIGHTING PLAN.dwg, 6/27/2022 1:57:23 PM

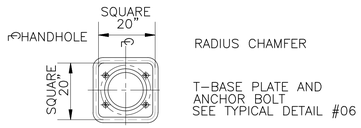


VICINITY MAP



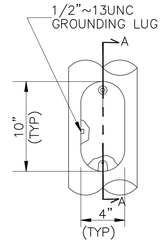
ACTUAL NUMBER OF WIRES WILL VARY.

02 TYP. SINGLE LIGHT POLE DETAILS
NTS

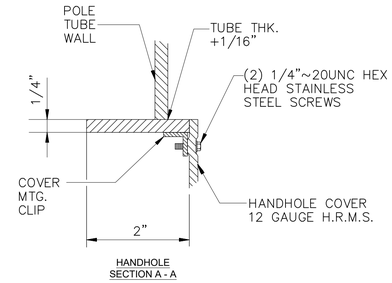


COVER BASE
PLAN

01 TYPICAL DETAIL

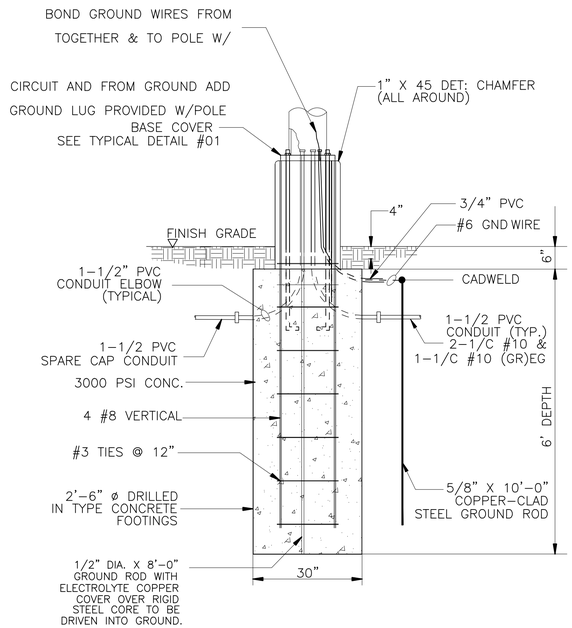


TYPICAL DETAIL
HANDHOLE ELEVATION



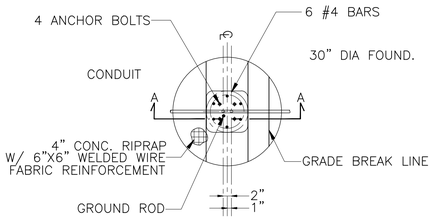
HANDHOLE
SECTION A - A

03 TYPICAL DETAIL
NTS



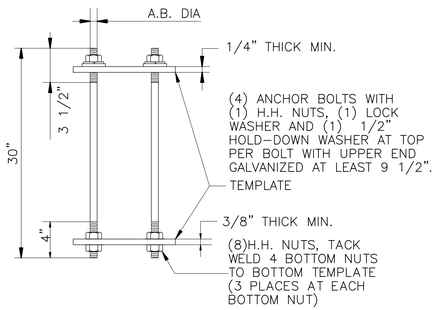
ACTUAL NUMBER OF WIRES WILL VARY.
STREET LIGHT FOUNDATION - SECTION

05 SECTION A-A'
NTS



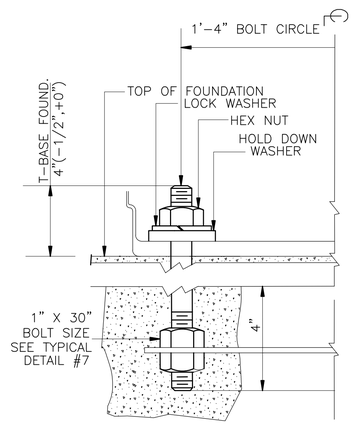
STREET LIGHT FOUNDATION - PLAN

04 TYPICAL DETAIL
NTS



BASE ANCHOR BOLT
ASSEMBLY

06 TYPICAL DETAIL
NTS



ANCHOR BOLT
DETAILS 'T-BASE'

07 TYPICAL DETAIL
NTS

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 SL-1 & SL-2 SITE LIGHTING PLAN.dwg, 6/27/2022 1:57:06 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT
APPEAR ON ALL DRAWING SHEETS.

SITE LIGHTING DETAILS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

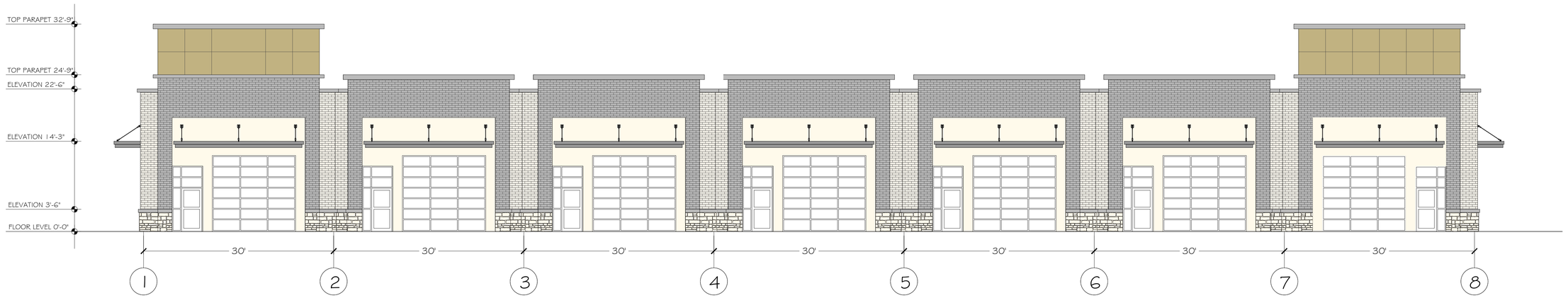
ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248–9651 FAX (972) 248–9681
TX T.B.P.E. REGISTRATION # F–006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: SL-2



1 A-1 WEST ELEVATION

SCALE: 1/8" = 1'-0"



2 A-1 SOUTH ELEVATION

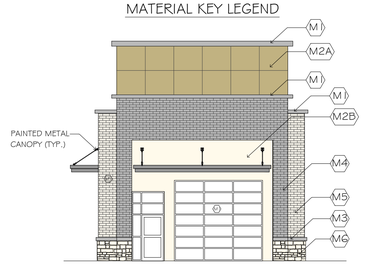
SCALE: 1/8" = 1'-0"



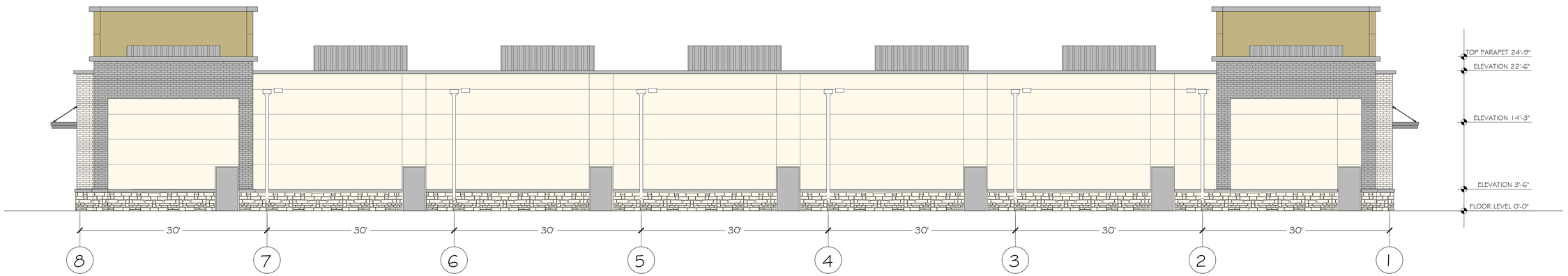
3 A-1 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND



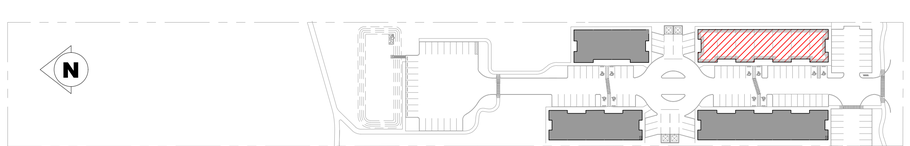
M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



1 A-1 EAST ELEVATION

SCALE: 1/8" = 1'-0"

NOTES:
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- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ROOF ACCESS SHALL BE INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



BUILDING "1"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	699	46.7%	699	46.7%	622	32.6%	1777	31.9%
BRICK VENEER	476	31.8%	476	31.8%	538	28.2%	2141	38.5%
AUSTIN STONE	160	10.7%	160	10.7%	554	29.1%	192	3.5%
GLAZING	162	10.8%	162	10.8%	192	10.1%	1456	26.1%
TOTAL	1498	100%	1498	100%	1906	100%	5567	100%

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 1 - ELEVATIONS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX. T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

PATRICK S. SPENCER 120220 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
06.28.22

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: A - 01

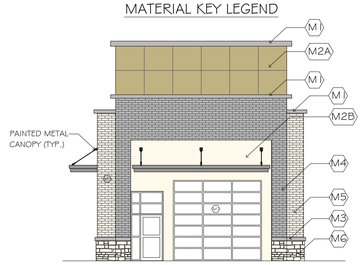
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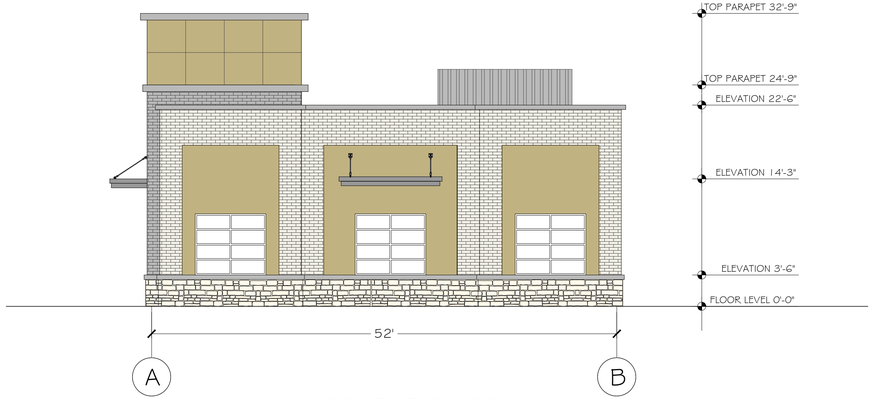
1 / A-2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND

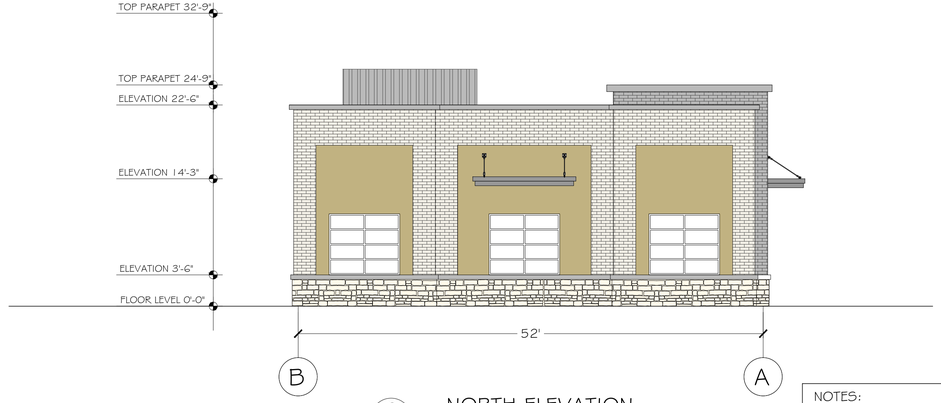


M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



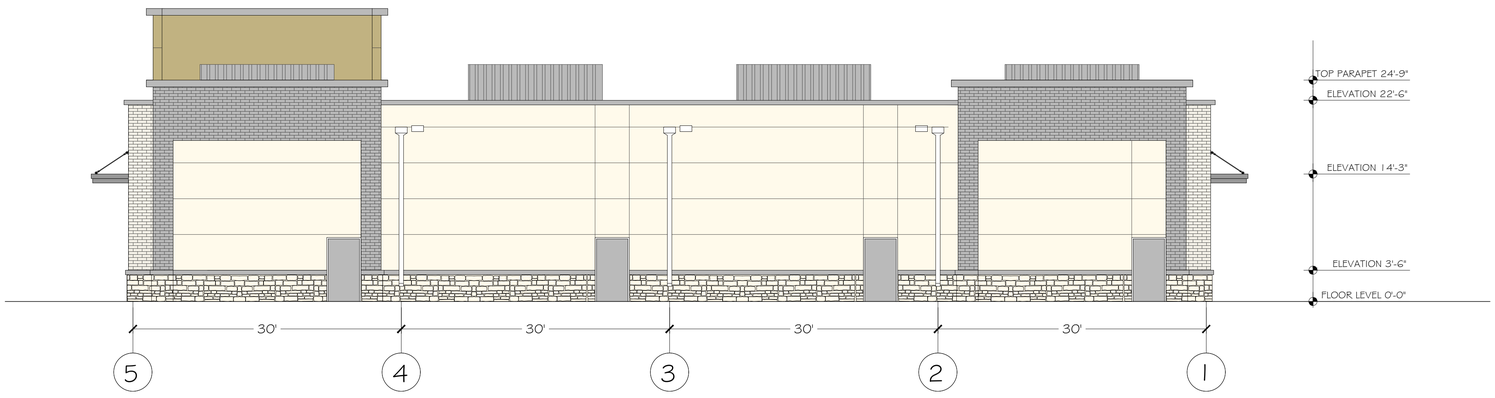
2 / A-2 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



3 / A-2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

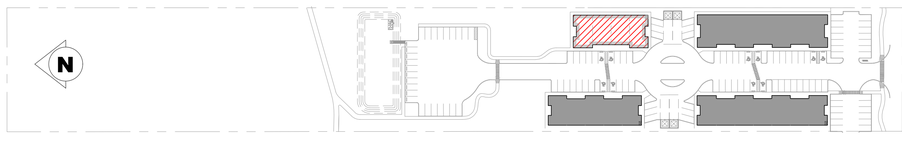


1 / A-2 EAST ELEVATION

SCALE: 1/8" = 1'-0"

NOTES:
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BUILDING "2"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	435	35.3%	574	41.8%	349	33.4%	988	31.3%
BRICK VENEER	476	38.6%	476	34.7%	269	25.7%	1228	38.9%
AUSTIN STONE	160	13.0%	160	11.7%	318	30.4%	111	3.5%
GLAZING	162	13.1%	162	11.8%	110	10.5%	832	26.3%
TOTAL	1233	100%	1372	100%	1046	100%	3159	100%



CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 2 - ELEVATIONS

FOR

LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER

WESLEY COMMONS
LITTLE ELM, LLC

4532 WHITE ROCK LANE
PLANO, TEXAS 75024

PAMELA S. SHORT
124020
LICENSED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

06.28.22

ASA ENGINEERING

17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

ENGINEER OF RECORD

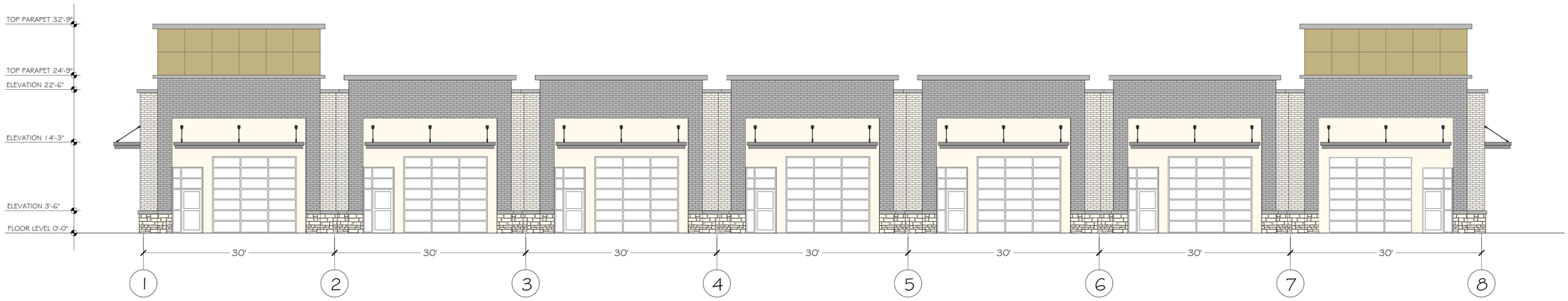
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DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

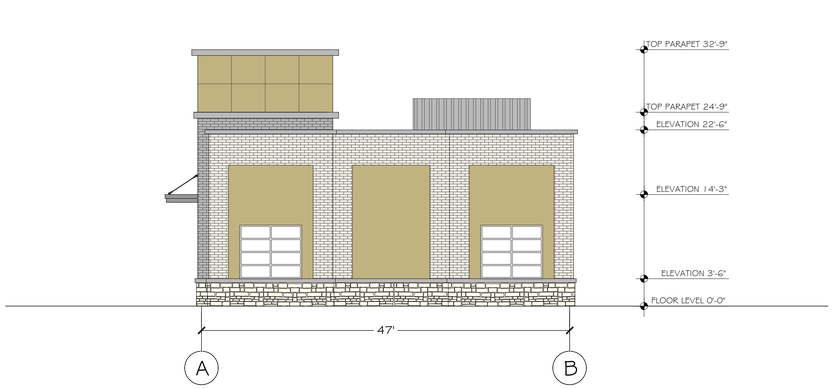
SHEET: A - 02

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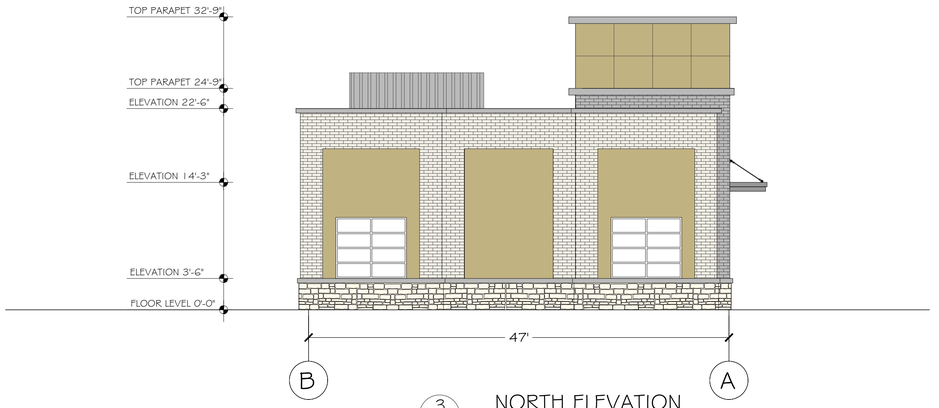
1 / A-3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



2 / A-3 SOUTH ELEVATION

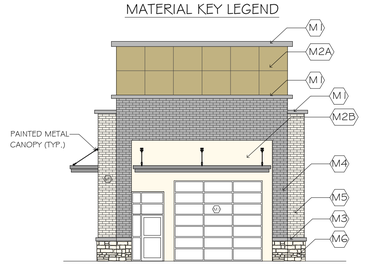
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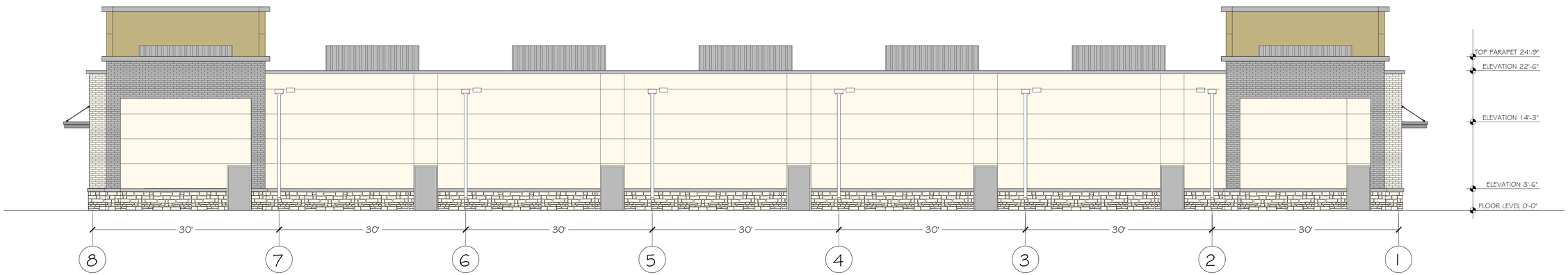
3 / A-3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND

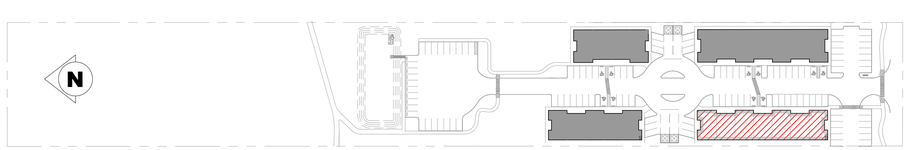


M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



1 / A-3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



NOTES:
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ROOF ACCESS SHALL BE INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

BUILDING "3"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	551	41.9%	551	41.9%	1777	31.9%	622	32.6%
BRICK VENEER	456	34.7%	456	34.7%	2141	38.5%	538	28.2%
AUSTIN STONE	145	11.1%	145	11.1%	192	3.5%	554	29.1%
GLAZING	162	12.3%	162	12.3%	1456	26.1%	192	10.1%
TOTAL	1314	100%	1314	100%	5567	100%	1906	100%

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 3 - ELEVATIONS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

PAUL S. SHEPARD
120
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
06.28.22

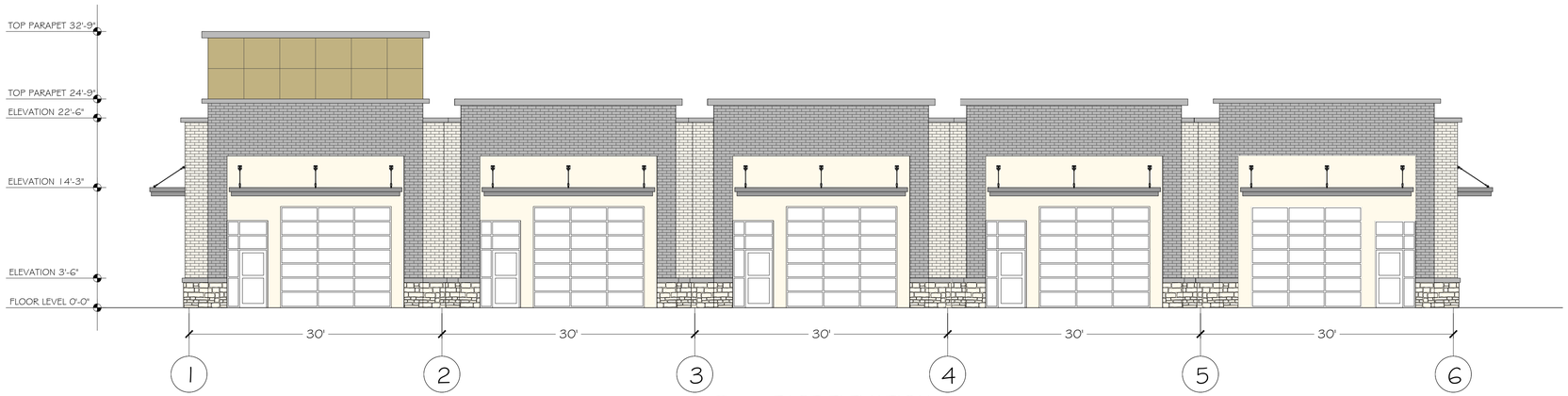
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

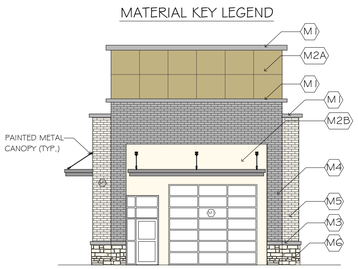
SHEET: A - 03

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1 A-4 EAST ELEVATION

SCALE: 1/8" = 1'-0"

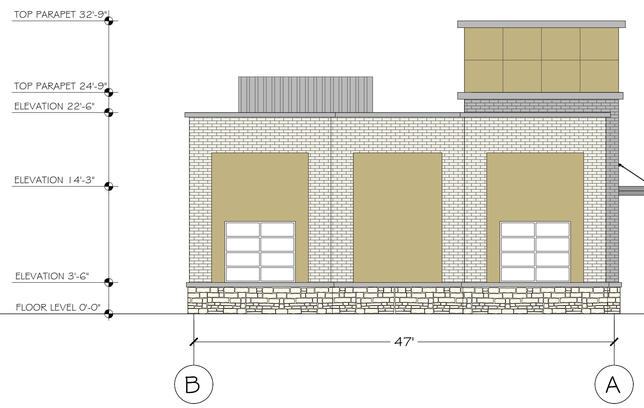


M	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



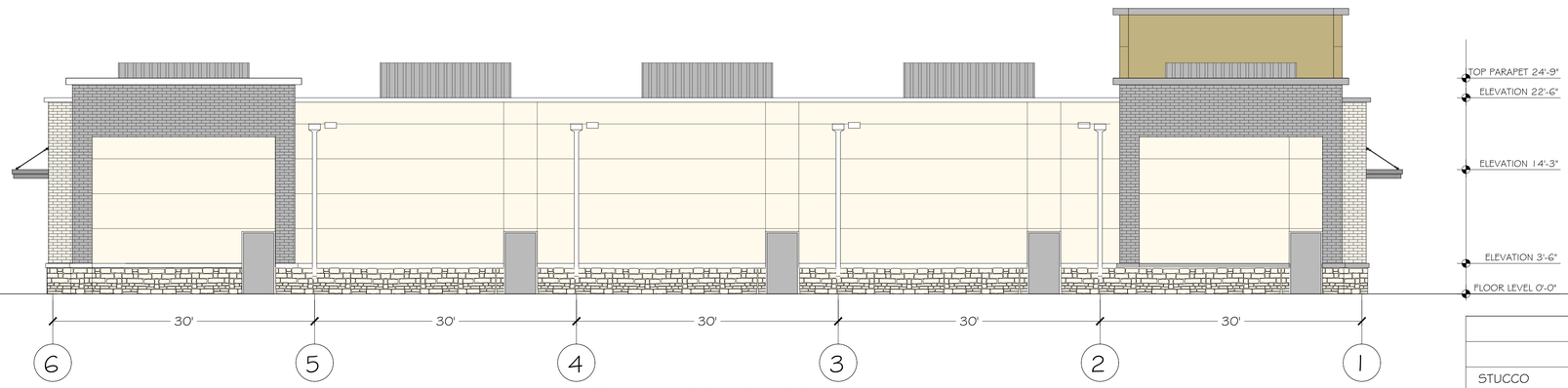
2 A-4 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



3 A-4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

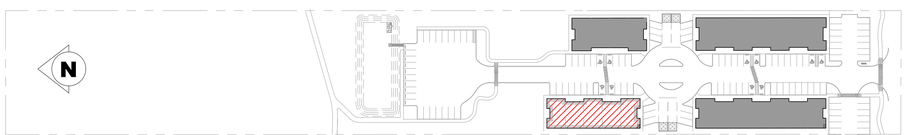


1 A-4 WEST ELEVATION

SCALE: 1/8" = 1'-0"

NOTES:
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- ROOF ACCESS SHALL BE INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

BUILDING "3"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	412	35.1%	551	41.9%	1185	30.4%	378	26.0%
BRICK VENEER	456	38.8	456	34.7%	1538	39.4%	538	37.1%
AUSTIN STONE	145	12.3%	145	11.1%	138	3.5%	397	27.4%
GLAZING	162	13.8%	162	12.3%	1040	26.7%	137	9.5%
TOTAL	1175	100%	1314	100%	3902	100%	1450	100%



CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 4 - ELEVATIONS
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

PAUL S. SHIPMAN 120 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

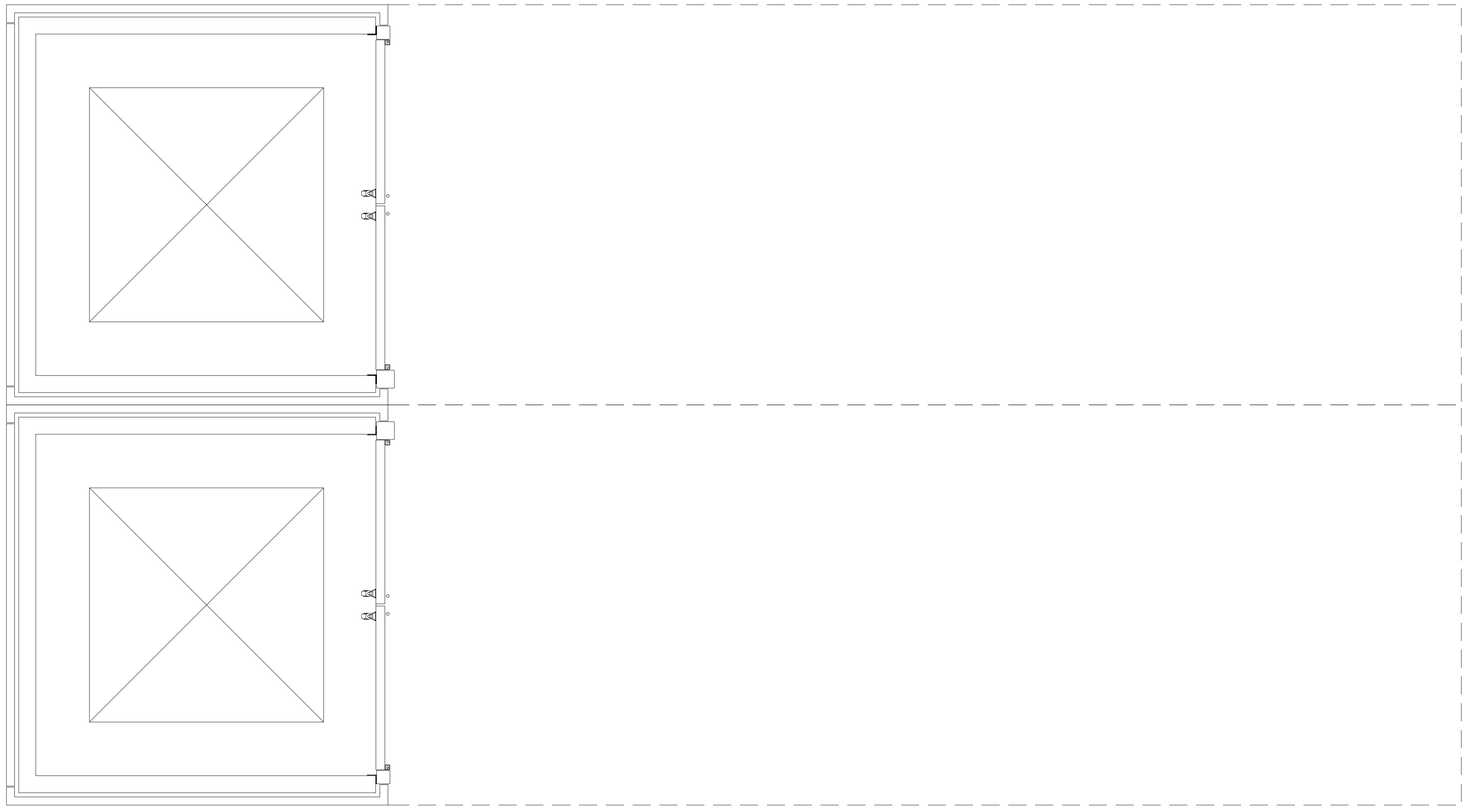
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DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

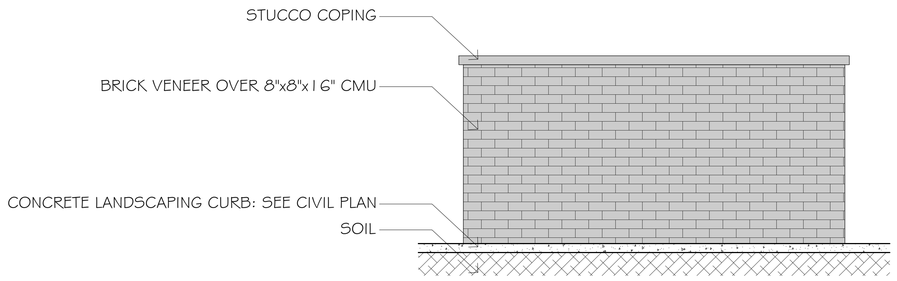
DATE: 06/28/2022

SHEET: A - 04

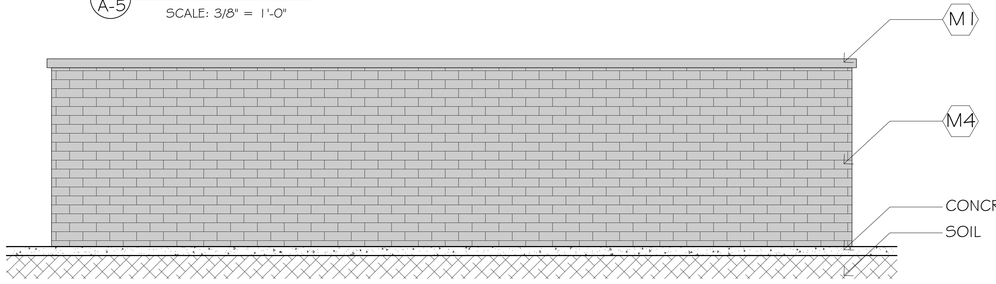
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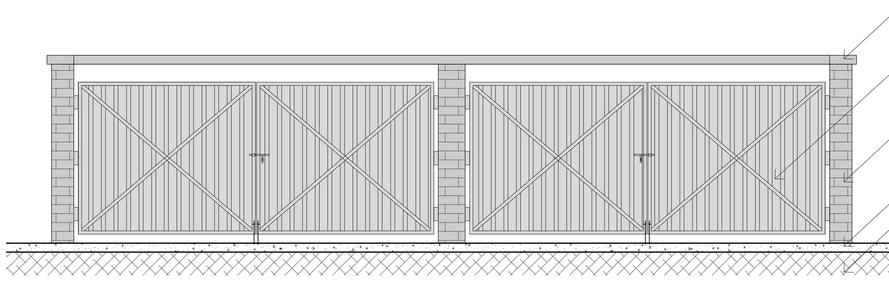
1 / A-5 FLOOR PLAN
SCALE: 3/8" = 1'-0"



1 / A-5 SIDE ELEVATION
SCALE: 3/8" = 1'-0"



2 / A-5 REAR ELEVATON
SCALE: 3/8" = 1'-0"



3 / A-5 SIDE ELEVATION
SCALE: 3/8" = 1'-0"

M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

DUMPSTER

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 2212.MLE

DATE: 06/28/2022

SHEET: A - 05

Z:\2022\2212\Old Hadwell Center at Wesley Commons\MAIL PUBLISING ELEVATIONS\M-27-2022\DUMPSTER.dwg 6/28/2022 3:13:23 PM, DWG To PDF.pc3

Date:	07/19/2022
Agenda Item #:	5. I.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Fred Gibbs, Director of Development Services

AGENDA ITEM:

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and Madewell Companies.**

DESCRIPTION:

Attached is the developer's agreement that officially and contractually approves the subject Planned Development for the Smotherman Road Project (PD-22-03036).

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Development Agreement - Smotherman PD

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
	§	**FOR SMOTHERMAN PD**
COUNTY OF DENTON	**§**	

This Development Agreement for Smotherman Planned Development ("**Agreement**") is entered into between Madewell Companies ("**Developer**"), whose address for purposes of this Agreement is 1720 Bray Central Drive, Suite 200, McKinney TX 75070, and the Town of Little Elm, Texas ("**Town**"), whose address for purposes of this Agreement is 100 W. Eldorado Parkway, Little Elm, TX 75068. Developer and the Town are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. Developer is the owner of 6.686 acres generally located at 25643 and 25647 Smotherman Road, on the north side of Smotherman Road, approximately 500 feet from FM 423, in the Town of Little Elm, Texas (the "**Property")**, which Property is more particularly described in **Exhibit A** attached hereto.

2. In furtherance of the development of the Property, the Parties have negotiated certain matters regarding the Property as set forth in this Agreement.

3. The Parties seek to memorialize these negotiated matters and to include them in this contractually-binding Agreement.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing, or until all obligations in the Agreement have been fulfilled ("**Term**").

Section 3. Agreements. The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Smotherman PD Ordinance, attached hereto as **Exhibit B**, which incorporate by reference the general zoning regulations of the Town's zoning ordinance, are hereby adopted and incorporated into this agreement as contractually-binding obligations of the Developer.

Section 4. Miscellaneous.

A. **Applicability of Town Ordinances**. When the Property is developed, Developer shall construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

B. **Default/Mediation**. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

C. **Venue**. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.

D. **Relationship of Parties**. 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, joint venture, joint enterprise, or other relationship between or among the Parties.

E. **Severability**. 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.

F. **Cumulative Rights and Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any

rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

H. **Surviving Rights**. 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 or expiration of this Agreement shall survive termination or expiration.

I. **Applicable Laws**. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

J. **Authority to Execute**. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

K. **Amendments**. This Agreement may be only amended or altered by written instrument signed by the Parties.

L. **Headings**. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

M. **Entire Agreement**. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

N. **Filing in Deed Records**. This Agreement shall be recorded in the real property records of Denton County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon Developer and all of Developer's heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any final platted residential lot upon which a completed home has been constructed.

O. **Notification of Sale or Transfer; Assignment of Agreement**. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest

of Developer under this Agreement, to any person or entity (an "**Assignee**") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Developer or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Developer or Assignee. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor developer, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

P. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

Q. **Exactions/Infrastructure Costs**. Developer has been represented by legal counsel, or has had an opportunity to do so, in the negotiation of this Agreement, and been advised, or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

R. **Waiver of Texas Government Code § 3000.001 et seq**. With respect to the improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005.

S. **Rough Proportionality**. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement.

Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

T. Form 1295 Certificate. The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

U. Undocumented Workers Provision. The Developer certifies that Developer 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, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

V. Non-Boycott of Israel Provision. In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

W. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

X. Report Agreement to Comptroller's Office. Town covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]

Y. Verification Against Discrimination of Firearm or Ammunition Industries. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

Z. Verification Against Discrimination Developer Does Not Boycott Energy Companies. Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DEVELOPER
a _____company

By: _____

Date:_____

TOWN OF LITTLE ELM, TEXAS

By:_____
Matt Mueller
Town Manager

Date:_____

ATTEST:

By:_____
Caitlan Biggs
Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared MATT MUELLER, Town Manager of the Town of Little Elm, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2022, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity of a duly authorized representative of _____.

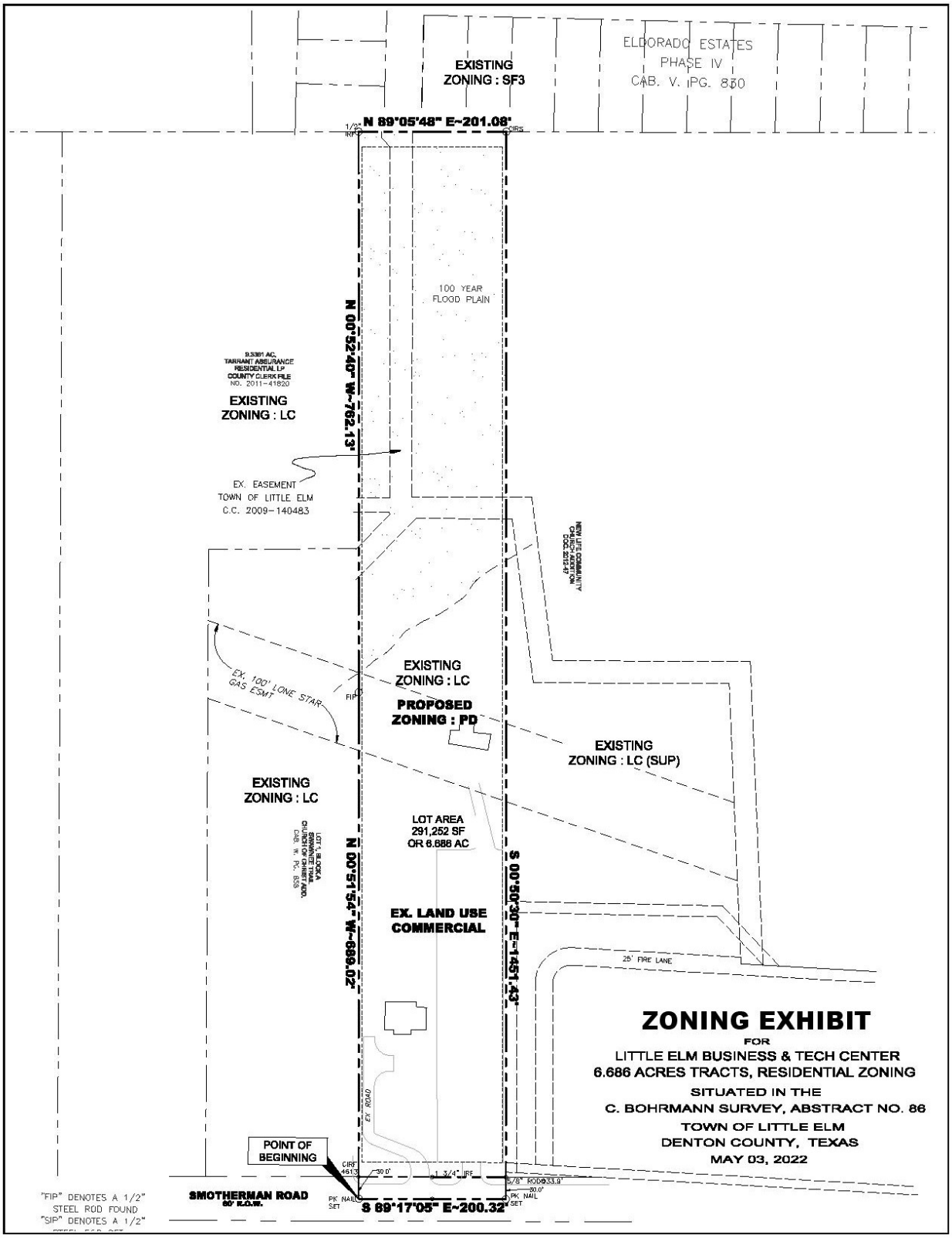
[Seal]

By:_____
Notary Public, State of Texas

My Commission Expires:_____

EXHIBIT A

Property Description



ZONING EXHIBIT

FOR

LITTLE ELM BUSINESS & TECH CENTER

6.686 ACRES TRACTS, RESIDENTIAL ZONING

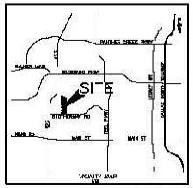
SITUATED IN THE

C. BOHRMANN SURVEY, ABSTRACT NO. 86

TOWN OF LITTLE ELM

DENTON COUNTY, TEXAS

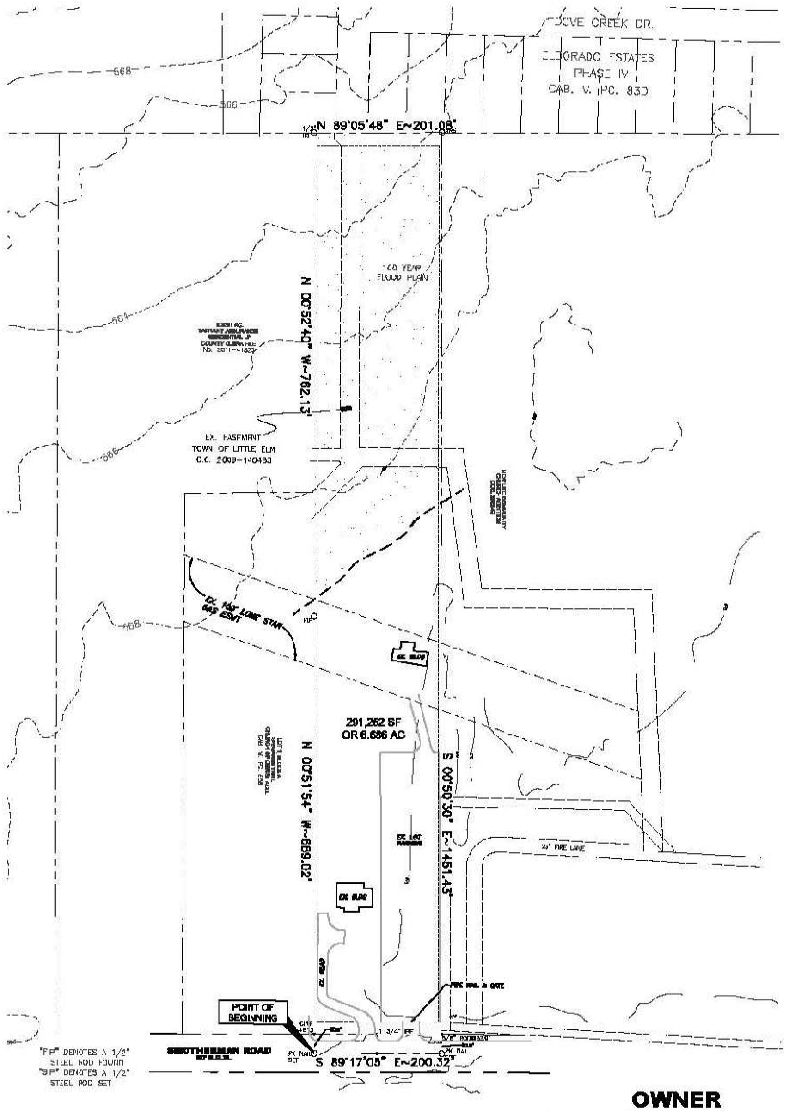
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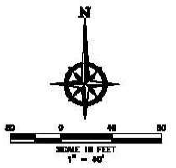


VICINITY MAP

LEGEND

	PROPERTY LINE/BOUNDARY LINE
	EASEMENT LINE
O	1/2 INCH IRON ROD
IRF	IRON ROD FOUND
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IPF	FOUND IRON PIN
ISP	SET IRON PIN
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5/8" IRS	5/8 INCH IRON ROD SET





METES & BOUNDS DESCRIPTION

COUNTY OF DENTON

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NORTHWEST CORNER OF THE TOWN OF LITTLE ELM PARKING LOT, SOUTH OF ELDORADO PARKWAY (F.M. 720)

N: 7107686.54
E: 2445637.13 ELEV. 544.15

M2 (CITY BENCHMARK)

NORTHEAST CORNER OF D.H. BRENT ELEMENTARY SCHOOL, AND WEST OF WITT ROAD

N: 7105629.55
E: 2457580.45 ELEV. 550.53

ASA ENGINEERING
1309 LAUGHLIN ROAD, SUITE 210
DALLAS, TEXAS 75218
(972) 248-4431
TX T.B.P.E. REGISTRATION # F-006014
TX T.B.P.L.S. REGISTRATION # F-10174

OWNER

WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

DEVELOPER

MADEWELL COMPANIES
1720 BRAY CENTRAL DR, SUITE 200
MCKINNEY, TEXAS 75070

ALTA SURVEY

FOR
LITTLE ELM BUSINESS & TECH CENTER
6.686 ACRES TRACTS, RESIDENTIAL ZONING
SITUATED IN THE
C. BOHRMANN SURVEY, ABSTRACT NO. 86
TOWN OF LITTLE ELM
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MAY 05, 2022

G-1.0

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EXHIBIT B

PD Ordinance

TOWN OF LITTLE ELM

ORDINANCE NO. 1671

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LIGHT COMMERCIAL TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT IN ORDER TO ALLOW A NEW COMMERCIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS AND USE DEFINITIONS ON 6.686 ACRES OF LAND GENERALLY LOCATED AT 25643 AND 25647 SMOTHERMAN ROAD; PROVIDING A SAVINGS CLAUSE; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, a request for Planned Development-Light Commercial (PD-LC) with modified development standards on approximately 6.686 acres of land, more specifically described in the exhibits attached hereto; and

WHEREAS, this zoning change is accordance with the most current adopted Comprehensive Plan of the Town of Little Elm; and

WHEREAS, the Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested zoning change described herein; and

WHEREAS, at its regular meeting held on July 7, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-LC (PD-LC) Case No. PD-22-03036; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request is in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ZONING AMENDMENT That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, is hereby amended by issuing Planned Development-Light Commercial (PD-LC) with modified development standards in order to allow a new commercial development, the same generally located at 25643 and 25647 Smotherman Road, within Little Elm Town limits, approximately 6.686 acres of land more particularly described as **Exhibit A**, and attached hereto, subject to all of the terms and conditions set forth herein, the terms and conditions of the Comprehensive Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 3. CONDITIONS AND REGULATIONS. The permitted uses and standards shall be in accordance with the Light Commercial (LC) District, unless otherwise specified herein:

a) The Zoning and Land Use Regulations, and all conditions set forth in **Exhibit B** attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development-Light Commercial (PD-LC). In the event of conflict between the provisions of **Exhibit B** and provisions of any other exhibit, the provisions of **Exhibit B** control.

SECTION 4. PLANNED DEVELOPMENT MASTER PLAN The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit C** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit C**.

a) If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development

Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Zoning Ordinance, Planned Development Districts. An extension of the two year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the Director of Development Services determines development progress is occurring.

b) The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council.

c) If a change to the Concept Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION 5. SAVINGS. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are indirect conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 5. ZONING MAP. The official zoning map of the Town shall be amended to reflect the changes in zoning made by this ordinance.

SECTION 6. PENALTY. Any person, firm, or corporation violating any of the provision of this ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. SEVERABILITY. The sections, paragraphs, sentences , phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 8. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 9. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 19th day of July, 2022.

Town of Little Elm, Texas

_____

Curtis Cornelious, Mayor

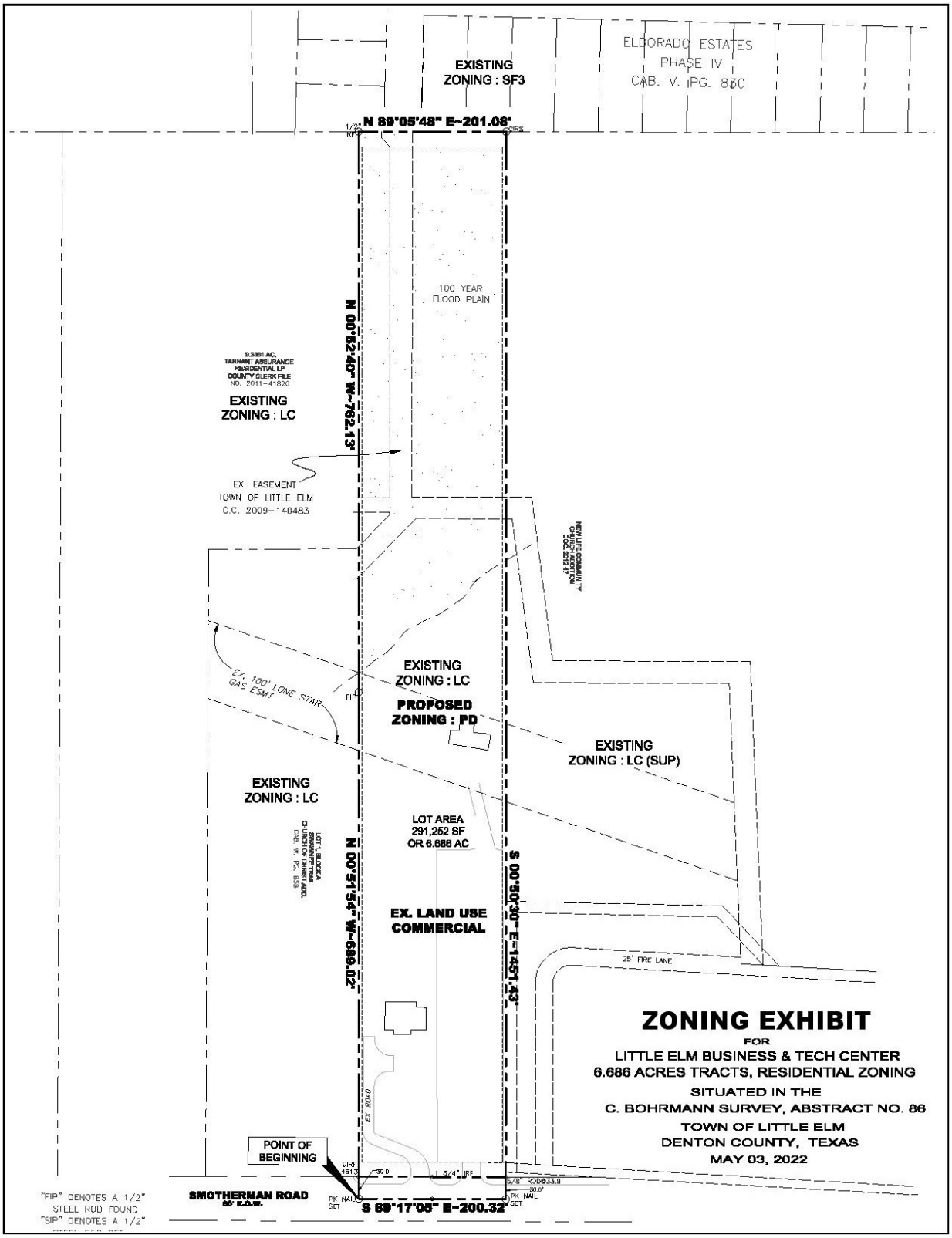
ATTEST:

_____

Caitlan Biggs, Town Secretary

Exhibit A

Metes and Bounds



ZONING EXHIBIT

FOR

LITTLE ELM BUSINESS & TECH CENTER

6.686 ACRES TRACTS, RESIDENTIAL ZONING

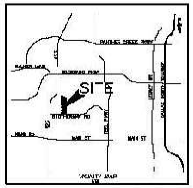
SITUATED IN THE

C. BOHRMANN SURVEY, ABSTRACT NO. 86

TOWN OF LITTLE ELM

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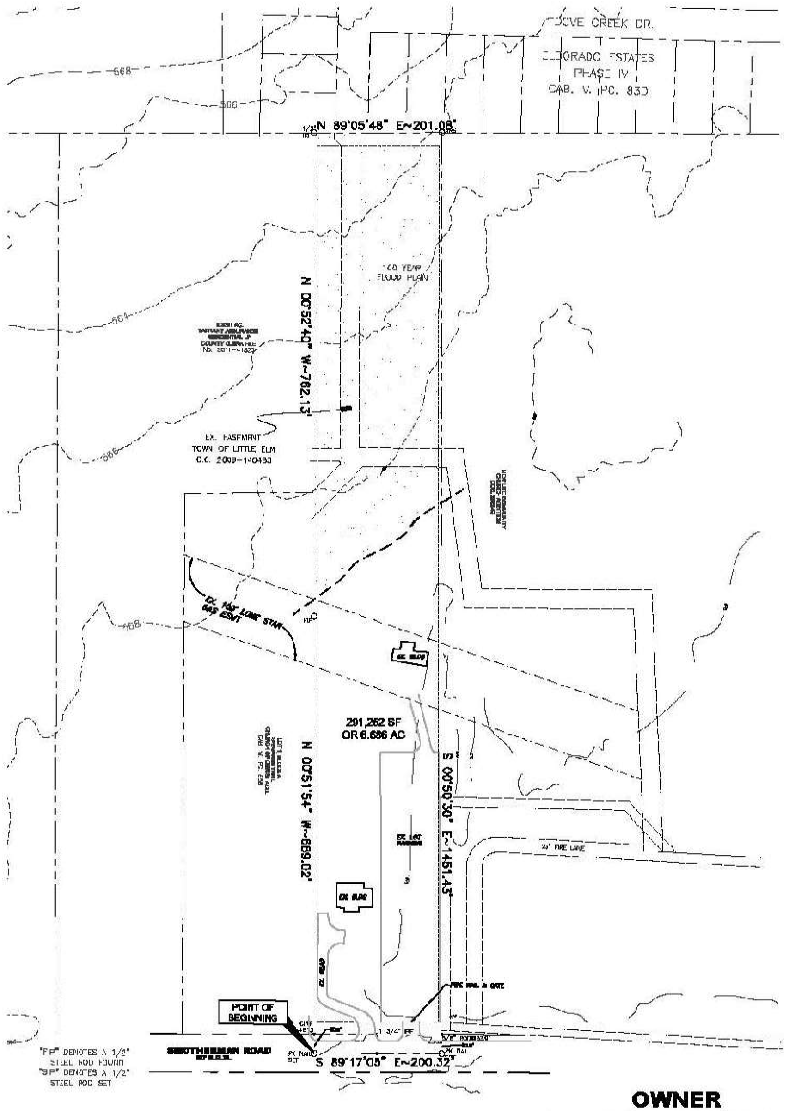
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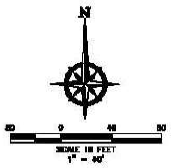


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OWNER

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PLANO, TEXAS 75024

DEVELOPER

MADEWELL COMPANIES
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ALTA SURVEY

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6.686 ACRES TRACTS, RESIDENTIAL ZONING
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Exhibit B

PD Standards

Little Elm Business & Tech Center
Planned Development District
Intent and Purpose

This zoning submittal encompasses approximately 6.868 acres of land within the Town of Little Elm more fully described on the legal description attached as **Exhibit A (the "Property")**. The planned use for the Property is to provide Light Commercial Lots with flex space including two permitted uses, Office Warehouse and Office Showroom, in addition to the current Light Commercial (LC) Zoning. This planned Development ("PD") will provide the zoning regulations, as depicted in **Exhibit B**, necessary to develop the site and final layout and improvements must generally conform to **Exhibit C**.

Any conflict between this PD and the Zoning Ordinance shall be resolved in favor of the regulations set forth in the PD, or as may be ascertained through the intent of this PD. As used herein "Zoning Ordinance" means the **Little Elm Development Standards, Article VI of the Code of Ordinances** in effect on the effective date of this agreement, except otherwise defined in the agreement. Uses and development regulations specifically modified, designed, or included in the PD shall not be subject to amendment after the date of this adoption of this PD (The "Effective Date") (whether through the amendment of the Zoning Ordinance or otherwise), except through an amendment of this PD. Uses and development regulations which otherwise are not specifically modified, designated or included in the PD shall be controlled by the" Zoning Ordinance" unless the context provides to the contrary.

Review and approval of a site plan by the Planning and Zoning Commission and the Town Council (In accordance with Section 107.03 of the Code of Ordinances) shall be required for any tract/lot within the PD district. No certificate of occupancy shall be required unless all construction and development conform to the Site Plan as approved by Town Council.

Requested waivers and other amendments contained herein:

1: Office Showroom and Office Warehouse added as allowed uses per definitions outlined the PD

2: Parking Ratio of 1 space per 400 sq. ft. and all parking will be subject to a shared parking agreement.

3: Foundation planting requirements met through provision of added amenities (not actual waiver)

Exhibit B
Planned Development District Standards

General Conditions for PD:

1. Purpose

It is the purpose of this PD Planned District to allow additional permitted uses for flex space to include Office Warehouse and Office Showroom at this location.

2. Project Location

The proposed PD site is located on the North side of Smotherman Road, 1055 feet East from the intersection of Smotherman Road and FM 423. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided. The project area is primarily surrounded by existing and future light commercial uses.

3. Use Regulations

Light Commercial Flex Space to include:

Office Warehouse defined as-

A building primarily consists of office use with incidental storage, warehousing, and distribution on un-containerized goods, merchandise, supplies, and equipment, within a finished building setting. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas. Warehousing and storage shall not exceed fifty (50) percent of the total floor area, per unit, accordingly.

Office Showroom defined as-

A building that primarily consists of office use with incidental sample display areas or showrooms for the regular transaction of business and for the display of un-containerized merchandise, products, and/or services, delivered or performed off- premises, within a finished building setting. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Showroom component shall not exceed fifty (50) percent of the total floor area, per unit, accordingly.

These designations do not include contractor's shop, storage yard, business services, or auto and/or boat sales and/or repair.

4. Condominium Designation

All developed buildings will include individual customized units that can be defined as a "condominium" as set forth in the Texas Property Code Section 82.003(a)(8), as amended and subject to a declaration of condominium that complies with Chapter 82 of the Texas Property Code, as amended. Customized refers to units' air conditioned/heated, containing individual meters for electricity or water/sewer, or cable/satellite service.

The internal drives, sidewalks, lighting, landscaping, and landscape irrigation systems will be private; the Condominium Association will be obligated by a commercial Condominium Declaration to

maintain these common elements and acknowledges that the City has no obligation to maintain or reconstruct the internal drives.

5. Base Zoning District

The permitted uses and standards will be in accordance with the (LC) Light Commercial zoning as defined in the Zoning Ordinance, unless otherwise specified in the PD regulations.

6. Height and Area Regulations

This Planned Development shall follow and conform to all Landscape Requirements set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.08 - Special area and height regulations.

7. Conceptual Site Plan

Exhibit C identifies and locates the proposed Light Commercial Flex Space Lots within the Property. The proposed development will have unified and consistent design elements as currently included in the design requirements of the Light Commercial Zoning and provide an integrated development that complement the Town of Little Elm.

8. Landscape Requirements:

This Planned Development shall follow and conform to all Landscape Requirements set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.14 - Landscaping standards except for the ratios outlined herein. Foundation planting will be replaced with additional shrubs and tree planting in the central commons area East of buildings One through Four on both parcels.

The Foundation Planting Requirement will be met by alternate planting and community open space to include overall additional trees, shrubs, bench seating, dog park area, putting green, sculpture garden, and open space totaling 15,041 SF more than the 10% or 4,317 square feet indicated by the Foundation Planting Requirement. All shrubs will be 5 gallon and 36" at time of planting. All trees will be 4" cal. At 12" above grade at time of planting

Landscape Point System 3 to 15 Acres = 30 points

Points applicable to PD design:

10 pts	Monument sign to include Little Elm lakefront character or equal
5 pts	Enhanced driveway paving
5 pts	Use of street furniture benches
5 pts	Enhanced Hardscape (Stamped crosswalks, decorative walkways, meandering sidewalks)
5 pts	Open space provision
5 pts	Shaded or decorative outdoor seating areas
5 pts	Public art small
5 pts	Amenity dry detention pond
5 pts	Other unlisted elements – BBQ, putting green
50 pts	**Proposed Total**

9. Screening Standards:

Screening requirements will follow applicable sections of Sec. 106.06.31 – Screening

10. Architectural Standards.

This Light Commercial Flex Space Planned Development shall follow and conform to all architectural guidelines set forth for Light Commercial Zoning as defined in Zoning Ordinance Sec. 106.06.05 - Architectural standards for commercial structures (includes office, retail, commercial, mixed use, etc.), unless otherwise depicted on the Facade Plans as part of Exhibit C.

11. Parking Standards.

All parking requirements in Sec. 106.06.41 will be followed with the exception of the ratios outlined herein. This PD shall require 1 parking space per 400 square feet of floor area. This parking ratio is based on an average total square footage for each unit of 1950 square feet. The base floor area will consist of 50% dedicated showroom / Warehouse with 30% dedicated to incidental storage, 10% bathroom-kitchenet, and 10% for internal stairs to mezzanine.

Exhibit C

Development Plans

MADEWELL COMPANIES

PD DOCUMENTS

FOR

LITTLE ELM BUSINESS & TECH CENTER

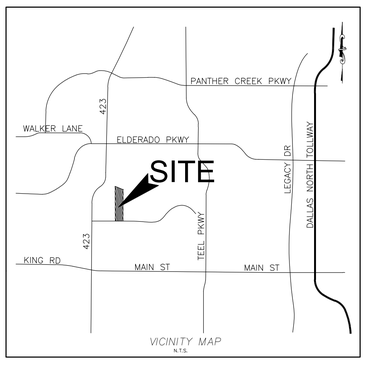
6.686 ACRES TRACT OF LAND

C. BOHRMANN SURVEY, ABSTRACT NO. 86

TOWN OF LITTLE ELM

DENTON COUNTY, TEXAS

LITTLE ELM



VICINITY MAP

SHEET INDEX:

SHEET NO.	SHEET CONTENTS
SITE PLAN	
G-0.0	COVER/ INDEX SHEET
G-1.0	ALTA SURVEY
C-1.0	SITE PLAN
C-2.0	DRAINAGE AREA MAP
C-3.0	MASTER UTILITIES PLAN
L-1.0	LANDSCAPE PLAN
SL-1	SITE LIGHTING PLAN
SL-2	LIGHTING POLE DETAIL
A-01	BUILDING 1 ELEVATIONS
A-02	BUILDING 2 ELEVATIONS
A-03	BUILDING 3 ELEVATIONS
A-04	BUILDING 4 ELEVATIONS
A-05	DUMPSTER

STATE OF TEXAS
PANSAK SRIBHEN
40320
LICENSED
PROFESSIONAL ENGINEER
06.28.22

PROJECT ENGINEER

PANN S. SRIBHEN, P.E.

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTERATION # 100433

OWNER

WESLEY COMMONS LITTLE ELM, LLC

4532 WHITE ROCK LANE

PLANO, TX 75024

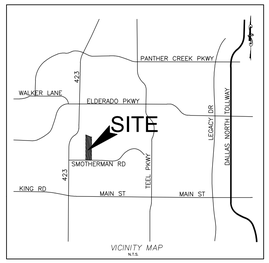
DEVELOPER

MADEWELL COMPANIES

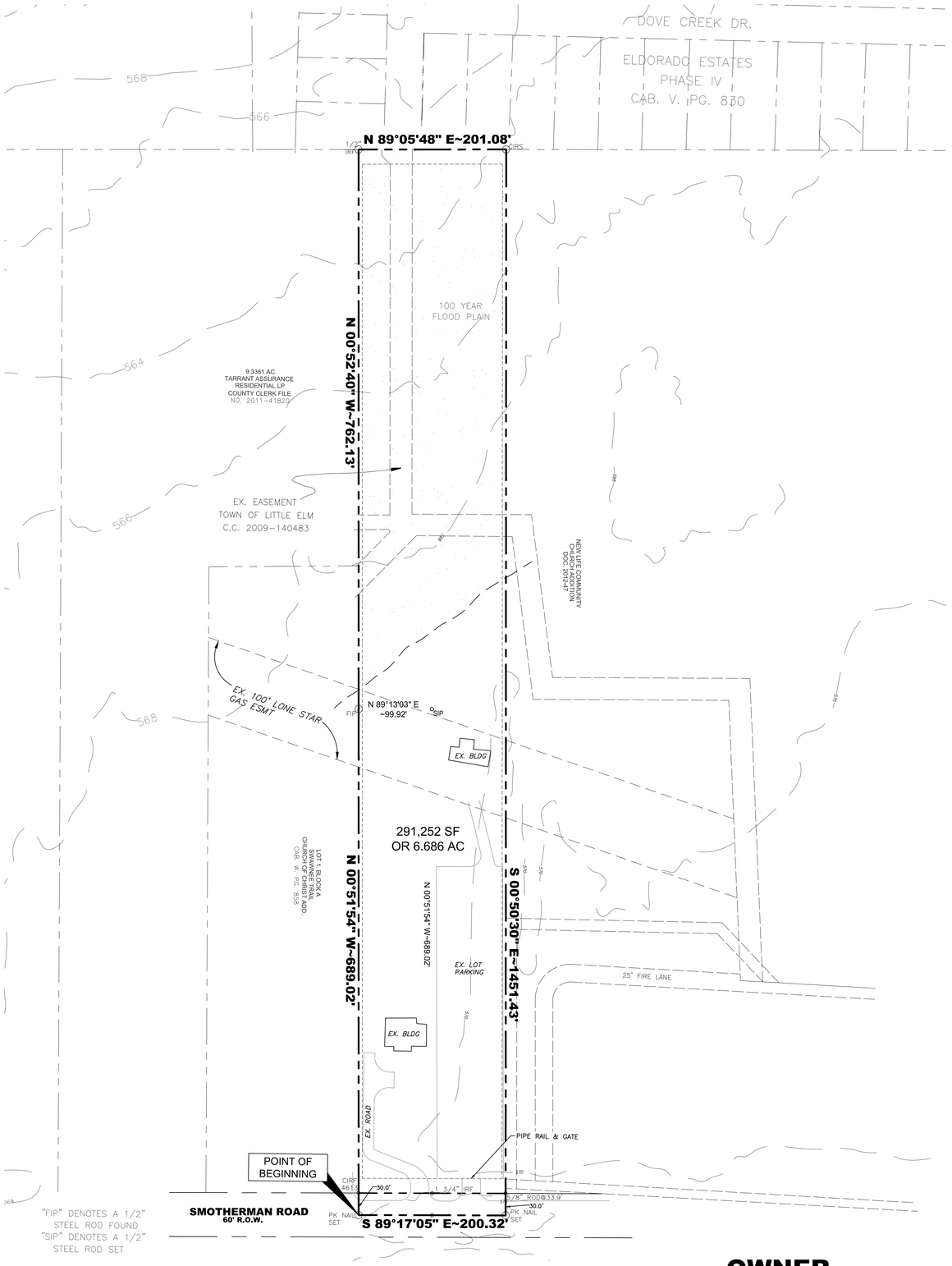
1720 BRAY CENTRAL DR, SUITE 200

McKINNEY, TEXAS 75070

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\000 G-0 COVER SHEET.dwg, 6/28/2022 9:31:37 AM



VICINITY MAP



LEGEND	
———	PROPERTY LINE/BOUDARY LINE
- - - - - - - -	EASEMENT LINE
○ 1/2" IRS/IRF	1/2 INCH IRON ROD
IRF	IRON ROD FOUND
IRS	IRON ROD SET
FIP	FOUND IRON PIN
SIP	SET IRON PIN
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
5/8" IRS	5/8 INCH IRON ROD SET

M1 (CITY BENCHMARK)

NORTHWEST CORNER OF THE TOWN OF LITTLE ELM PARKING LOT, SOUTH OF ELDORADO PARKWAY (F.M. 720)

N: 7107886.54
E: 2445637.13 ELEV: 544.15

M2 (CITY BENCHMARK)

NORTHEAST CORNER OF D.H. BRENT ELEMENTARY SCHOOL, AND WEST OF WITT ROAD

N: 7109829.55
E: 2457580.45 ELEV: 559.59

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651
TX T.B.P.E. REGISTRATION # F-006974
TX T.B.P.E. REGISTRATION # F-6974

N

80 0 40 80
SCALE IN FEET
1" = 80'

METES & BOUNDS DESCRIPTION

COUNTY OF DENTON
Situated in the County of Denton, State of Texas, being a part of the C. Bohrman Survey, Abstract no. 86, being all of the 6.684 acre tract of land conveyed to Herbert L. Johnson and Carolann E. Johnson, by deed of record in Denton County Clerk's File No. 2005-154564 and being more particularly described as follows;

BEGINNING POINT at a PK nail set in Smotherman road found in the Southeast corner of Lot 1, Block A Shawnee Trail Church of Christ Addition CAB. W, PG, 858 (P.R.O.C.T.);

THENCE N 00°51'54" W, passing at 30.22 feet a capped iron rod marked "4613" found for the southeast corner of said lot 1 and continuing on said course for a total distance of 689.02 feet to found iron rod pin for a corner;

THENCE N 00°52'40" E, a distance of 762.13 feet to a 1/2 inch iron rod found for a corner;

THENCE N 89°05'48" E, a distance of 201.08 feet to capped iron rod set for a corner;

THENCE S 00°50'30" E, with the west line of said New Life Community Church Addition, passing a 5/8" steel rod found in the north line of said public road at 1417.5 feet and continuing a total distance of road at 1451.43 feet to a PK nail set of said the point in the center of public road;

THENCE S 89°04'41" W, with the center of said public road, a distance of 99.81 feet to a PK nail set in Smotherman road;

THENCE S 89°17'05" W, a distance of 100.35 feet to the **POINT OF BEGINNING** and contain 291,252 SF. or 6.686 acres of land, more or less.

FLOOD STATEMENT:

I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, COMMUNITY NUMBER 481152, EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT TO FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS" AS SHOWN IN PANEL 0420G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RATE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

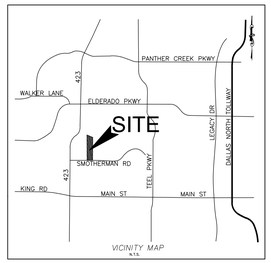
OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

DEVELOPER
MADEWELL COMPANIES
1720 BRAY CENTRAL DR, SUITE 200
McKINNEY, TEXAS 75070

ALTA SURVEY
FOR
LITTLE ELM BUSINESS & TECH CENTER
6.686 ACRES TRACTS, RESIDENTIAL ZONING
SITUATED IN THE
C. BOHRMANN SURVEY, ABSTRACT NO. 86
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS
JUNE 28, 2022

G-1.0

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\PLAT\ALTA SURVEY.dwg, 6/27/2022 2:04:38 PM



VICINITY MAP

LEGEND

- BUILDING LINE SETBACK
- PROPERTY LINE
- EASEMENT LINE
- 12"WTR — 12" WATER LINE
- 8"WTR — 8" WATER LINE
- 6"F — 6" WATER FIRE SPRINKLER SYSTEM
- 6"FD — 6" WATER FIRE HYDRANT LINE
- 4"F — 6" WATER LINE FOR FIRE DEPARTMENT CONNECTION
- 2"D — 2" WATER LINE FOR DOMESTIC
- 8"SS — 8" OR 6" PVC SANITARY SEWER LINE
- 36"/24"/18" STORM LATERAL (RCP)
- TYPICAL AC UNIT AND ENCLOSURE
- FIRE DEPT. CONNECTION (FDC)
- 2,000 GALLONS GREASE INTERCEPTOR (4'–11"x15'–11")
- TRANSFORMER EASEMENT (8'x8')
- FIRE HYDRANT
- 5' SANITARY SEWER MANHOLE
- SINGLE HEAD LIGHT POLE
- WALL PACK
- EV — ELECTRIC VEHICLE PARKING MARKER
- WHEEL STOP (TYP.)
- STAINED CONCRETE CROSS WALK
- SINGLE OR DOUBLE GRADE INLET
- FIRELANE
- PAVING MEDIAN STONE
- RECREATION PARK AREA
- ESMT. — EASEMENT
- EX./EXIST. — EXISTING
- LS — LANDSCAPE
- TYP. — TYPICAL
- BL. — BUILDING SETBACK
- CP — COORDINATE POINT
- FACE OF CURB
- 6" — BACK OF CURB

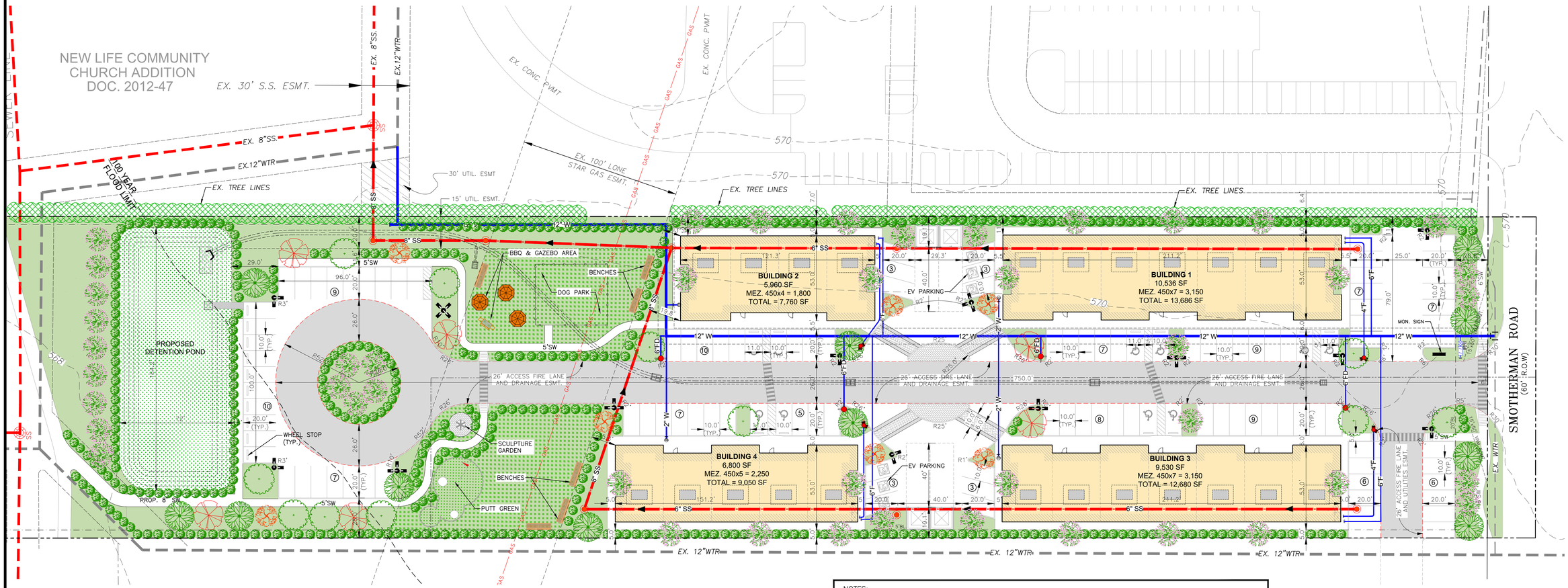
SITE PLAN SUMMARY

AREA LOT	= 291,252 S.F. (6.686 AC.)
TOTAL AREA USE	= 186,561 S.F. (4.248 AC.)
BLDG.#1 AREA	= 13,686 S.F. (1 STORY)
BLDG.#2 AREA	= 7,760 S.F. (1 STORY)
BLDG.#3 AREA	= 12,680 S.F. (1 STORY)
BLDG.#4 AREA	= 9,050 S.F. (1 STORY)
TOTAL BLDG AREA	= 43,176 S.F.
ZONING:	= LC (LIGHT COMMERCIAL)
USE	= FLEX OFFICE
BUILDING SETBACK	= 20 FT.
LOT COVERAGE	= 14.82%
FAR RATIO (OVERALL)	= 6.84 : 1
AREA OF SIDEWALK, PAVEMENT & OTHER IMPERVIOUS FLATWORK	= 121,137 S.F.
TOTAL IMPERVIOUS AREA	= 64.93%
PARKING REQUIREMENTS	
PARKING RATIO	= 1SP/400 G.F.A.B
TOTAL PARKING REQUIRED	= 108 SP
TOTAL PARKING PROVIDED	= 119 SP
HANDICAP PARKING REQUIRED	= 8 SP
EV PARKING PROVIDED	= 6 SP
STANDARD PARKING PROVIDED	= 105 SP
LANDSCAPE REQUIRED (10% OF GROSS AREA)	= 15% SF. (43,688 SF.)
LANDSCAPE AREA PROVIDED	= 18.72% (54,524 SF.)
RECREATION AREA PROVIDED	= 14,346 SF.
GROSS VEHICLE AREA	= 63,545 SF.

N

30 0 30 60

SCALE IN FEET
1" = 30'



NOTES:

1. SCREENING WALLS TO COMPLY WITH TOWN OF LITTLE ELM ORDINANCES.

FLOOD STATEMENT:

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NOTES:

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2. ALL WORK IN PUBLIC RIGHT–OF–WAY SHALL CONFORM TO TOWN OF LITTLE ELM.
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4. SEE STANDARD DETAIL SHEETS FOR PRIVATE DETAILS. ALL PRIVATE DETAILS ARE SUPERSEDED BY STANDARD CITY DETAILS.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION OF ALL EXISTING UTILITIES AND EASEMENTS PRIOR TO START OF OPERATIONS. CONTRACTOR WILL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO STARTING THE WORK. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO START OF CONSTRUCTION. TAKE THE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

M1 (CITY BENCHMARK)

NORTHWEST CORNER OF THE TOWN OF LITTLE ELM PARKING LOT, SOUTH OF ELDORADO PARKWAY (F.M. 720)

N: 7107886.54
E: 2445637.13 ELEV: 544.15

M2 (CITY BENCHMARK)

NORTHEAST CORNER OF D.H. BRENT ELEMENTARY SCHOOL, AND WEST OF WITT ROAD

N: 7109829.55
E: 2457580.45 ELEV: 559.59

"DANGER" 811 Know what's below. Call before you dig. (@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

SITE PLAN

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248–9651 FAX (972) 248–9681
TX T.B.P.E. REGISTRATION # F–006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

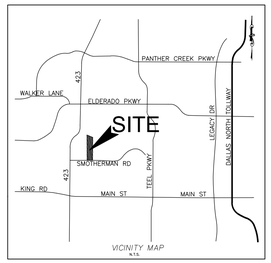
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: C-1.0

C:\2022\22212.MLE Markwell Center at Wesley Commons\CURRENT\C-1.SITE PLAN.dwg, 6/28/2022 2:03:18 PM, DWG To PDF.pc3



VICINITY MAP

LEGENDS:

A-1 — AREA NO
0.48 — AREA ACREAGE
3.00 — Q_{100} (CFS)

DRAINAGE DIVIDE

570 — EXISTING CONTOUR

N

15 0 15 30

SCALE IN FEET
1" = 15'

NEW LIFE COMMUNITY
CHURCH ADDITION
DOC. 2012-47

100 YEAR FLOOD LIMIT

EX. 100' LONE STAR GAS ESMT.

PROPOSED DETENTION POND

568

570

A-5 | 0.32 | 2.00

A-6 | 1.15 | 7.30

A-4 | 0.56 | 3.50

A-3 | 0.72 | 4.60

A-2 | 0.67 | 4.20

A-1 | 0.48 | 3.00

5'BL

25'BL

SMOTHERMAN ROAD (60' R.O.W)

FLOOD STATEMENT:

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DRAINAGE DATA

DRAINAGE DATA BASE ON	100 FREQUENCY
RUNOFF COEFFICIENT	0.80
RAINFALL INTENSITY*	7.91 (in/hr)
Tc	15 MIN.

FROM TOWN OF LITTLE ELM ENGINEERING DESIGN STANDARDS MARCH 2018

USE RATIONAL METHOD TO CALCULATE ESTIMATE WATER RUNOFF

Q = CIA
Q = MAXIMUM RATE OF RUNOFF (CFS)
I = AVERAGE RAINFALL INTENSITY FOR A DURATION EQUAL TO Tc (in/hr)
A = DRAINAGE AREA CONTRIBUTING TO THE DESIGN LOCATION (ACRES)

DRAINAGE AREA CALCULATION

DRAINANGE AREA MAP No.	AREA (AC.)	C RUNOFF (Factor)	TIME (Min.)	I (100 YR) INTENSITY (Inch)	Q (100 YR) (CFS)	COMMENT
A1	0.48	0.80	15.00	7.91	3.0	*Single Grade Inlet*
A2	0.67	0.80	15.00	7.91	4.2	*Double Grade Inlet*
A3	0.72	0.80	15.00	7.91	4.6	*Double Grade Inlet*
A4	0.56	0.80	15.00	7.91	3.5	*Double Grade Inlet*
A5	0.32	0.80	15.00	7.91	2.0	*Single Grade Inlet*
A6	1.15	0.80	15.00	7.91	7.3	*4' Conc. Flume*

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 C-2 DRAINAGE AREA MAP PLAN.dwg, 6/27/2022 1:55:21 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

DRAINAGE AREA MAP
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

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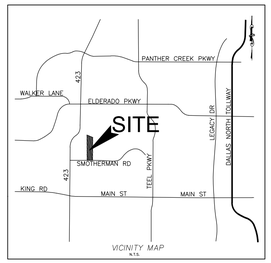
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: C-2.0



VICINITY MAP

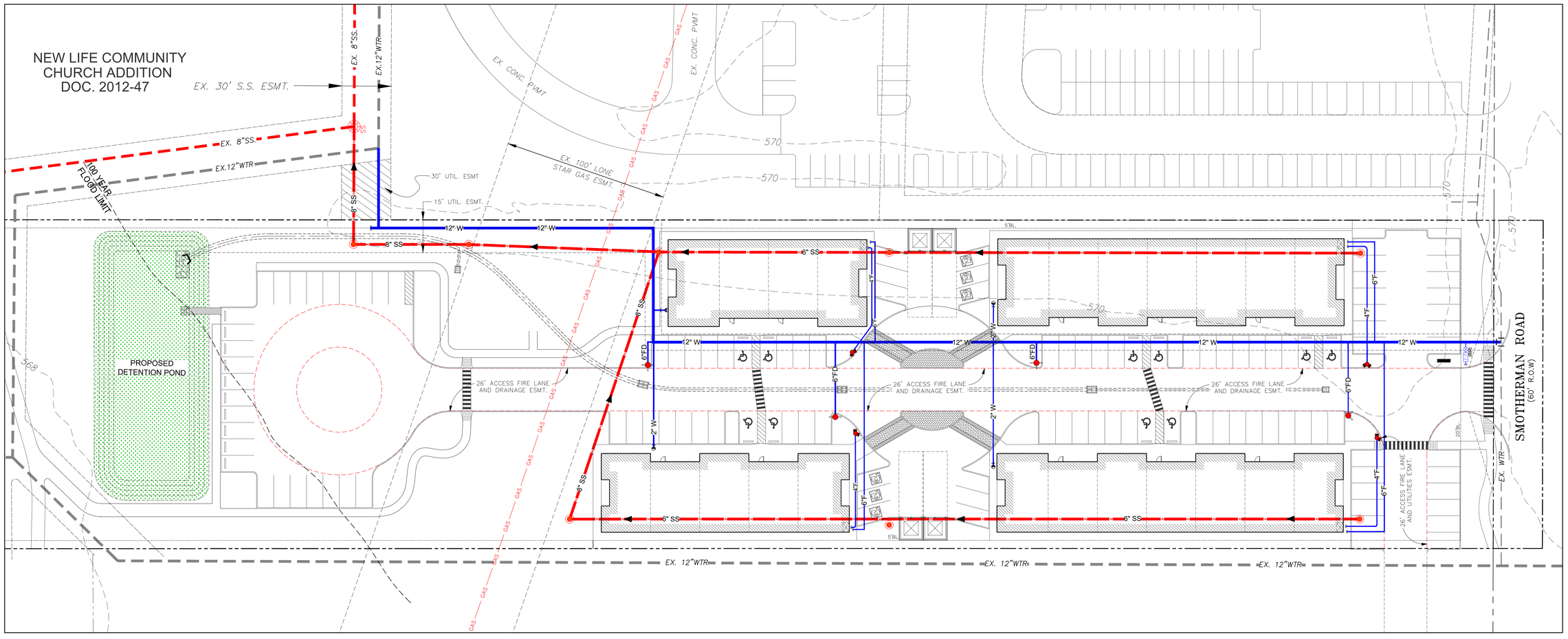
LEGEND:

- PROP. FIRE HYDRANT
- PROP. SANI. SEWER MANHOLE
- PROP. WATER LINE
- PROP. WATER LINE W/ PLUG
- PROP. SANI. SEWER LINE
- PROP. SANI. SEWER LINE W/ PLUG
- PROP. SANI. SEWER W/ MANHOLE
- PROP. SANI. SEWER LINE W/ CLEAR OUT

N

30 0 30 60

SCALE IN FEET
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Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 C-3 MASTER UTILITY PLAN.dwg, 6/27/2022 1:55:54 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
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UTILITY PLAN

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LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

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4532 WHITE ROCK LANE
PLANO, TEXAS 75024

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T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

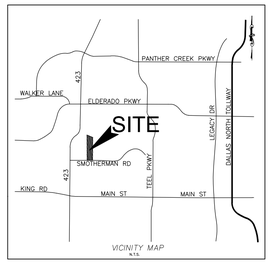
06.28.22

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 222 I 2.MLE

DATE: 06/28/2022

SHEET: C-3



VICINITY MAP

LANDSCAPE TABULATION

CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT.
ZONING: LC (LIGHT COMMERCIAL)

TOTAL SITE = 6.686 AC (291,252 S.F.)

BUILDING 1 = 13,686 S.F.
BUILDING 2 = 7,760 S.F.
BUILDING 3 = 12,680 S.F.
BUILDING 4 = 9,050 S.F.

VEHICULAR USE AREA = 24,585 S.F.

NON-RESIDENTIAL REQUIREMENTS

INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE / 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED
SITE = 6,355 REQUIRED (10%) / 54,524 S.F. (86%)
16 LARGE CANOPY TREES REQUIRED
28 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED.
8 PARKING SPACES APART PROVIDED.

A SMALL ORNAMENTAL TREE ALONG MAJOR ACCESS LANES

1 SMALL ORNAMENTAL TREE / 25 LF.
ACCESS LANE 750 L.F. FRONTAGE
30 ORNAMENTALS REQUIRED
38 ORNAMENTALS PROVIDED

INTERNAL PEDESTRIAN CONNECTION

1 URBAN TREE REQUIRED / 30 L.F. FOR 202 LF
7 TREES REQUIRED
8 TREES PROVIDED (INCLUDED IN LARGE CANOPY AND ORNAMENTAL)

LANDSCAPE AREAS PROTECTED BY 6" CONCRETE CURB, REQUIRED & PROVIDED.

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER

ADJACENT TO R.O.W. IS REQUIRED.
5' REQUIRED
5' PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ALL ABUTTING R.O.W.

A 36" MIN. HT. LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING.
A 36" HT. SCREEN HEDGE IS PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.

1 LARGE TREE / 25 L.F. REQUIRED
SMOTHERMAN ROAD (200 L.F.)
8 TREES REQUIRED
8 TREES PROVIDED
5 LARGE TREES PROPOSED
4 ORNAMENTAL TREES

LANDSCAPE POINT SYSTEM

30 POINTS REQUIRED
50 POINTS PROVIDED
10 PTS. MONUMENT SIGN FEATURES THAT INCLUDE REFERENCE TO LITTLE ELM'S LAKEFRONT CHARACTER, SUCH AS USE OF SAILBOATS OR LIGHTHOUSES IN AMENITIES
5 ENHANCED ENTRANCEWAY PAVING (USING PAVERS, COBBLE OR DIFFERENT COLORED-STAMPED CONCRETE
5 ENHANCED HARDSCAPE (STAMPED CROSSWALKS, DECORATIVE COBBLE WALKWAYS, MEANDERING SIDEWALKS, ETC.)
5 USE OF STREET FURNITURE (BENCHES, TABLES AND CHAIRS)
5 OPEN SPACE PROVISION GREATER THAN WHAT IS REQUIRED (20 TO 30 PERCENT OVER MINIMUM)
5 USE OF SHADED AND DECORATIVE OUTDOOR SEATING AREAS (BENCHES, OUTDOOR DINING, ETC.)
5 PUBLIC ART, SMALL (OBELISKS, SCULPTURES, STATUES, CLOCK TOWERS, WATER FOUNTAINS, ETC.)
5 AMENITY DETENTION POND (DRY)
5 OTHER UNLISTED ELEMENTS, BBQ; PUTTING GREEN

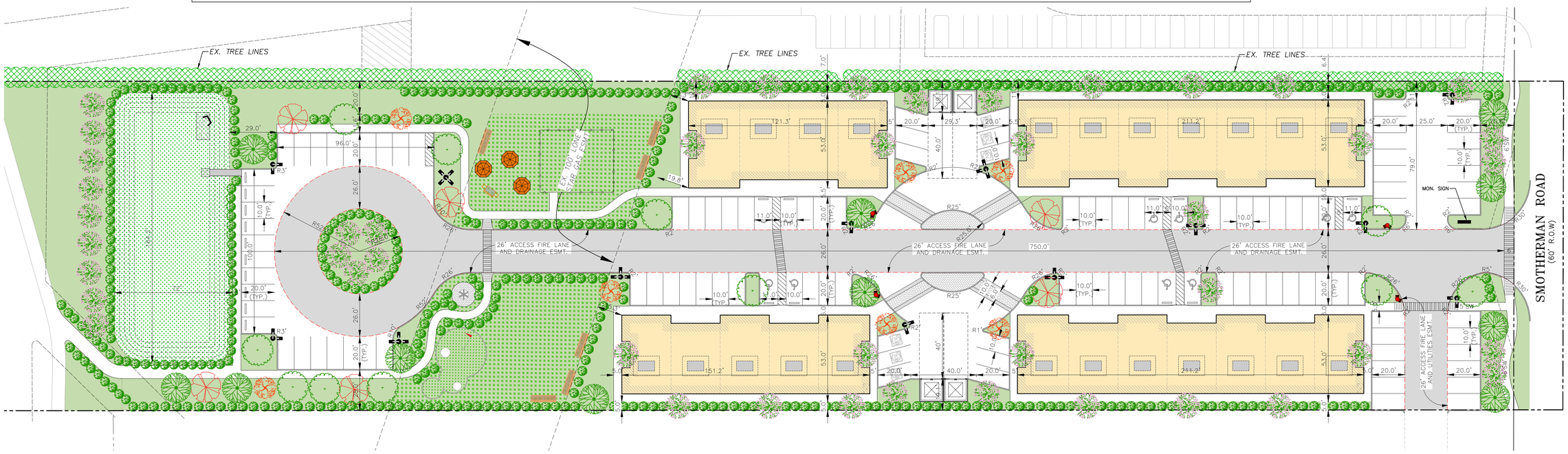
DETENTION POND BASIC (DRY) POND

447 LF PERIMETER
75 NANDINA SIENNA SUNRISE PROVIDED
9 RED CREPE MYRTLE PROVIDED

IRRIGATION PROPOSED

ALL REQUIRED LANDSCAPE AREAS SHALL BE IRRIGATED BY AN AUTOMATIC, UNDERGROUND LOW PRESSURE DRIP IRRIGATION SYSTEM, THIS SYSTEM WILL BE DESIGNED BY LICENSED IRRIGATOR BY THE STATE OF TEXAS. THIS SYSTEM WILL CONTAIN A FREEZE / THAW SENSOR, WIND AND RAIN GAUGE AND WILL BE DESIGNED TO PROVIDED 100% COVERAGE TO ALL EXISTING AND PROPOSED PLAN MATERIAL.

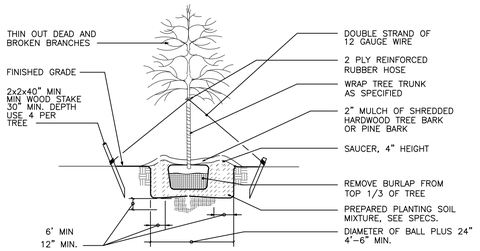
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30 0 30 60
SCALE IN FEET
1" = 30'



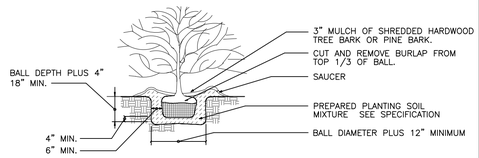
LANDSCAPE DETAILS

PLANT LIST

COMMON NAME	BOTANICAL NAME	QUANT.	SIZE
LACEY OAK	QUERCUS LACEYI	11	4" CAL.
CHINESE PISTACHE	PISTACIA CHINESIS	6	4" CAL.
ALLEE ELM	OAKLAND NURSERIES	11	4" CAL.
RED CREPE MYRTLE	LAGERSTROEMIA INDICA 'WATERMELON RED'	45	3" CAL.
SHANTUNG MAPLE	ACER TRUNCATUM	7	3" CAL.
NANDINA SIENNA SUNRISE	NANDINA DOMESTICA 'SIENNA SUNRISE'	411	5 GAL.
BERMUDA GRASS SOD	CYNODON DACTYLON	54,524 S.F.	



LARGE TREE STAKING DETAIL
NOT TO SCALE FOR TREES UNDER 3 1/2" CALIPER



SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR ISRESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSEIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLAN
4. ALL SHRUB AND GROUNDCOVERBEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH OR APPROVED EQUAL.
5. LANDSCAPE EDGINGSHALLBE OF TYPE AND LOCATION AS NOTES ON PLAN.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE GUILDELINES ESTABLISHED BY THE CURRENT AMERICAN STAND FOR NURSERY STOCK, PLUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEM OR LOCAL (TEXAS ASSOCIATION OF NURSERYMEM STANDARDS) EQUIVALENT.
7. TREES PLANT ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
8. ALL PLANT MATERIAL SHALL BE MATRAINED IN A HEALTY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DISTORYED OR REMOVED.
9. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
10. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
11. QUANTITIES ON PLAN AND PLANT LIST ARE PROVIDED AS A CONVENENCE FOR EASTIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR BIDDING AND PROVIDING QUANITY OF PLANTS REQUIRED AT SPACING INDICATED FOR THE BED SIZE AND CONFIGURATION SHOWN REGARDLESS OF QUANTITIES SHOWN ON PLAN AND PLAN LIST. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
12. ALL LANDSCAPE PLANTINGS. THREES, SHRUBS, GROUNDCOVERS AND GRASSES, TO BE GUARANTEED FOR A PERIOD OF ONE YESR AFTER FINAL ACCEPTANCE.
13. ALL TREES TO BE PLANTED IN PITS TWICE THE DIAMETER OF THE TREE BALL AND NO DEEPER THAN THE DEPTH OF THE BALL. SCARIFY ALL TREE PITS SIDES PRIOR TO PLANTING. ALL TRSSE ARE TO BE PLANTED PLUMB AAT AT OR SLIGHT ABOVE FINISHED GRADE. ALL TREE PITS TO HAVE A 3" WATERING SAUCER FORMED AROUND THE PERIMETER OF THE PIT. ALL TREE PITS ARE TO BE TOP-DRESSED WITH 3" LAYER OF SHREDDED HARDWOOD MULCH, OR APPROVED EQUAL. STAKE AND OR GUY TREES AS DIRECTED BY THE LANDSCAPE ARCHITECT.
14. ROTOTILL THE EXISTIONG SOIL OF ALL PLANTING BEDS TO A MINIMUM DEPTH OF 6", ADD A 3" LAYER OF PREMIUM COMPOST AS SUPPLIED BY LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL AND TILL INTO THE TOP 3" OF EXISTING SOIL. INSTALL ALL SHRUBS 1" AS PER MANUFACTURER'S RECOMMENEDED RATE OF APPLICATION. TOP DRESS WITH A 2" LAYER OF SHREDDED HARDWOOD BARK MULCH, OR APPROVED EQUAL.
15. NO PLANT MATERIAL SHALL BE INSTALLED UNTIL THE IRRIGATION SYSTEM HAS BEEN INSTALL AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREA.
16. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT OF REFUSE AND/OR REJECT LANDSCAPE MATERIAL ON SITE.

LEGENDS:

- LACEY OAK TREE, 4" CAL. (SHADE)
- CHINESE PISTACHE, 4" CAL. (SHADE)
- ALLEE (LACEBARK) ELM, 4" CAL. (SHADE)
- CREPE MYRTLE 'WATERMELON RED', 3" CAL. (ORNAMENTAL)
- SHANTUNG MAPLE, 3" CAL.
- NANDINA SIENNA SUNRISE, 3G.
- BERMUDA GRASS

FLOOD STATEMENT:

I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, COMMUNITY NUMBER 481152, EFFECTIVE DATE 4-18-11 AND THAT MAP INDICATES THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREA DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AND A PORTION OF THIS PROPERTY IS WITHIN "ZONE AE FLOODWAY" DEFINED AS "THE CHANNEL OF A STREAM PLUS ANY ADJACENT TO FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS" AS SHOWN IN PANEL 0420G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RATE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE:

ALL TREES PER THE TOWN OF LITTLE ELM REQUIREMENT SEE REFERENCE SECTION 106.06.18

NOTE:

ALL RIGHT OF WAY TO BE SODDED

"DANGER"
811 Know what's below. Call before you dig
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

LANDSCAPE PLAN
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

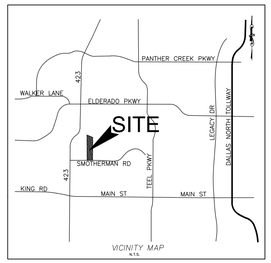
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PROJECT NO. 222 I 2.MLE

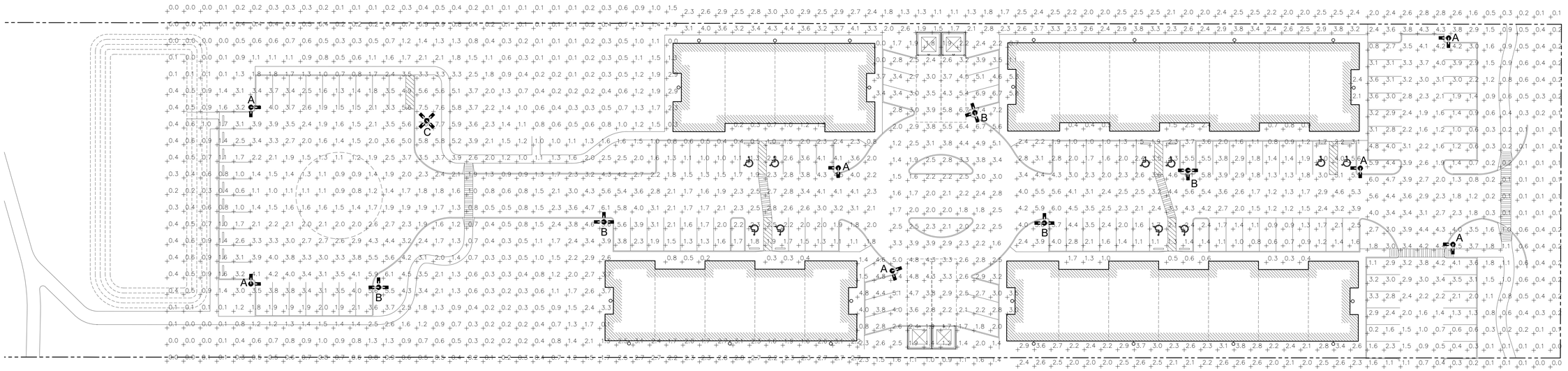
DATE: 06/28/2022

SHEET: L-1

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VICINITY MAP



CATALOG:	KAX2 LED P2 50K R5 MVOLT						
DESCRIPTION:	KAX AREA SERIES SIZE 2,PERFORMANCE PACKAGE 2, 500K, TYPE 5, 120-277V						
LAMP:	LAMP						
LAMP OUTPUT:	TOTAL LUMINARIES LUMENS IS 7,936						
BALLAST:	LED DRIVER						
INPUT WATTAGE:	248						
DESCRIPTION:	TYPE VS, BUG RATING: B5-U0-G3						

Luminaire Schedule

Symbol	Label	Qty	Label	Arrangement	LLF	Description	Arr. Watts
	A	7	KAD LED, 60 LED, 1AMP MVOLT	2 HEADS	1.000	90 DEGREE	496
	B	5	KAD LED, 60 LED, 1AMP MVOLT	3 HEADS	1.000	3-WAY	744
	C	1	KAD LED, 60 LED, 1AMP MVOLT	4 HEADS	1.000	4-WAY	992

1352 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES

Average	2.5
Maximum	7.4
Minimum	0.1
Avg:Min	N/A
Max:Min	N/A
Coef Var	1.31
UnifGrad	N/A

NOTES:

1. ATTACH GROUND WIRE SIZED AS PER ELECTRICAL CODE.
2. THE LIGHT POLE FOOTINGS SHALL BE SET AND REINFORCED AS SHOWN ON THE DETAIL EXCEPT FOR THE FOOTINGS LOCATED IN UNSTABLE AREAS OR IN AREAS WITH SHALLOW SOIL.
3. THESE AREAS SHALL BE REDESIGNED WITH THE DEPTH OF FOUNDATION AND REINFORCING REVISED TO MEET POLE AS NOTED BY GEOLOGICAL INSPECTOR.
4. THE STRUCTURAL ENGINEER SHALL REDESIGN AND DETAIL ALL FOOTINGS FOR LOCATIONS INDICATED BY THE CONSULTING GEOLOGIST THAT NEED REVISING.
5. FOR <20' MOUNTING HEIGHT POLE SHALL INSTALL DEPTH OF FOOTING IS 6' MIN. AND HEIGHT OF SQUARE BASE COVER IS 5-3/4". TX DOT/TRAFFICE STANDARDS/RID(FND)-11.

15 0 15 30
SCALE IN FEET
1" = 15'

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
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SITE LIGHTING PLAN

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
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ENGINEER OF RECORD

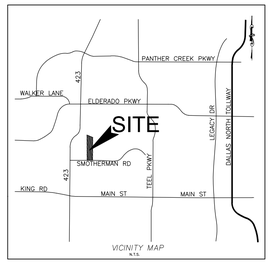
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DRAWN: MP
CHECKED: PSS

PROJECT NO. 222 I 2.MLE

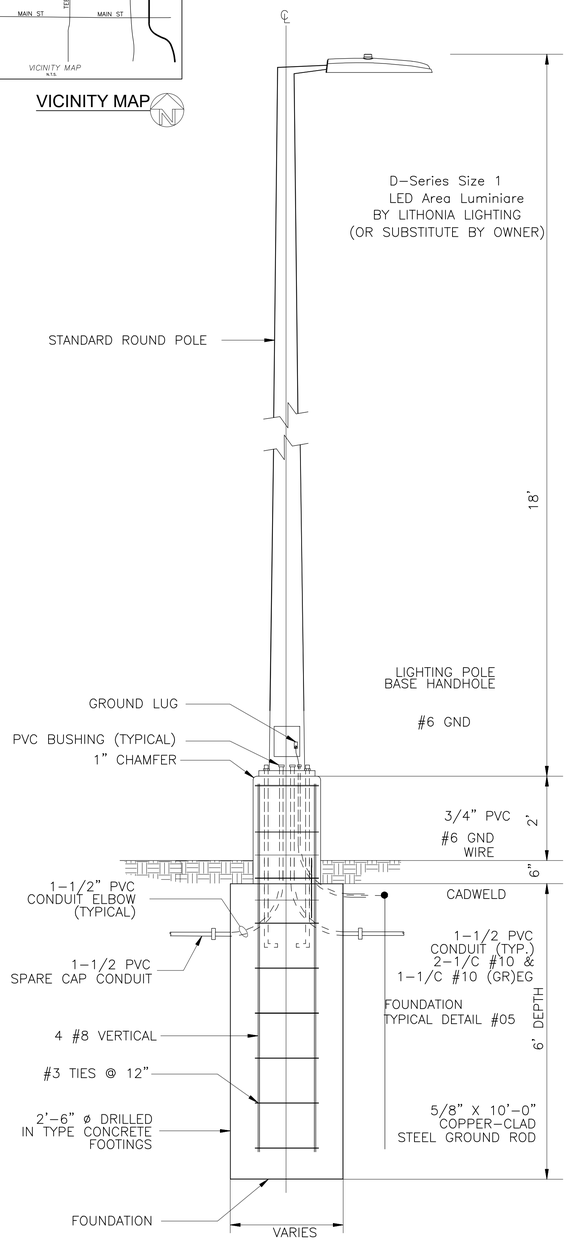
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SHEET: SL-1

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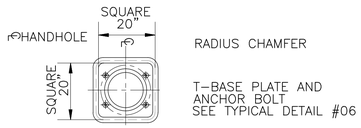


VICINITY MAP



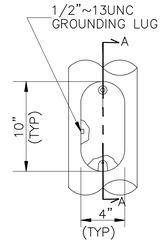
ACTUAL NUMBER OF WIRES WILL VARY.

02 TYP. SINGLE LIGHT POLE DETAILS
NTS

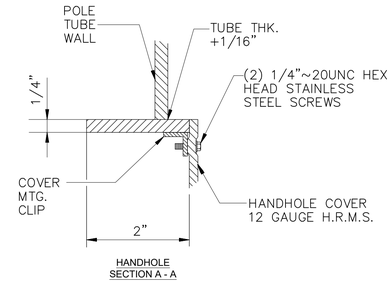


COVER BASE
PLAN

01 TYPICAL DETAIL

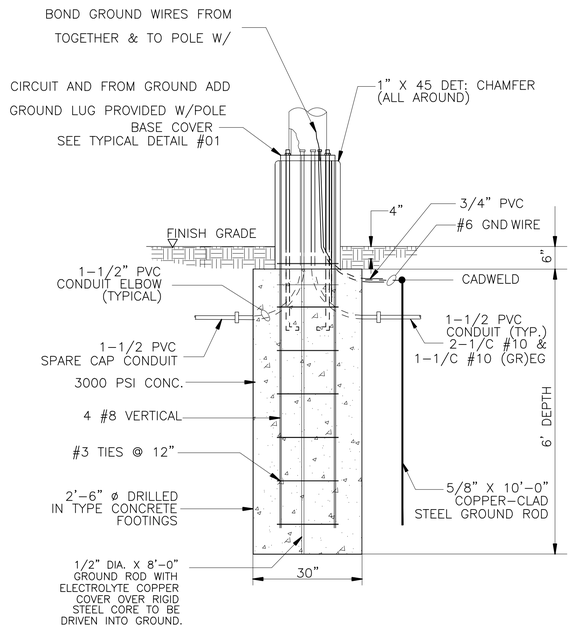


TYPICAL DETAIL
HANDHOLE ELEVATION



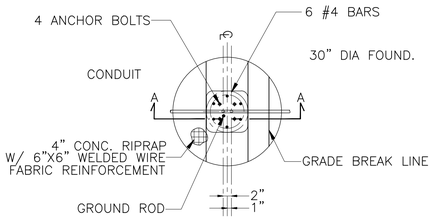
HANDHOLE
SECTION A - A

03 TYPICAL DETAIL
NTS



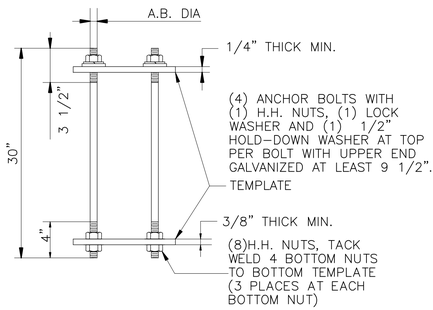
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STREET LIGHT FOUNDATION - SECTION

05 SECTION A-A'
NTS



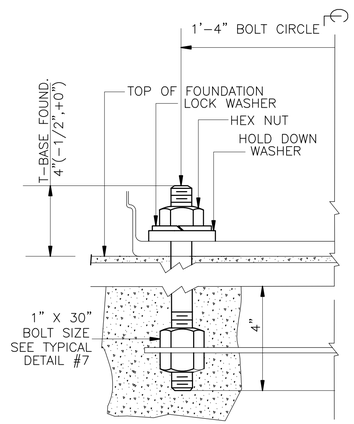
STREET LIGHT FOUNDATION - PLAN

04 TYPICAL DETAIL
NTS



BASE ANCHOR BOLT
ASSEMBLY

06 TYPICAL DETAIL
NTS



ANCHOR BOLT
DETAILS 'T-BASE'

07 TYPICAL DETAIL
NTS

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

Z:\2022\22212.MLE Madewell Center at Wesley Common\CURRENT\01 SL-1 & SL-2 SITE LIGHTING PLAN.dwg, 6/27/2022 1:57:06 PM

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT
APPEAR ON ALL DRAWING SHEETS.

SITE LIGHTING DETAILS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

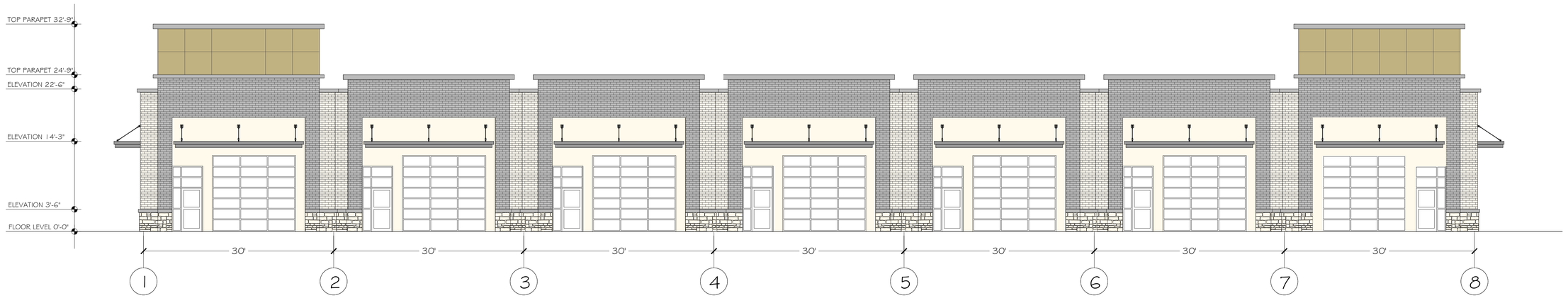
ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248–9651 FAX (972) 248–9681
TX T.B.P.E. REGISTRATION # F–006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: SL-2



1 A-1 WEST ELEVATION

SCALE: 1/8" = 1'-0"



2 A-1 SOUTH ELEVATION

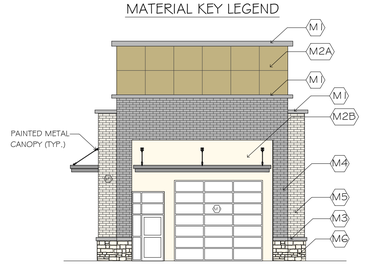
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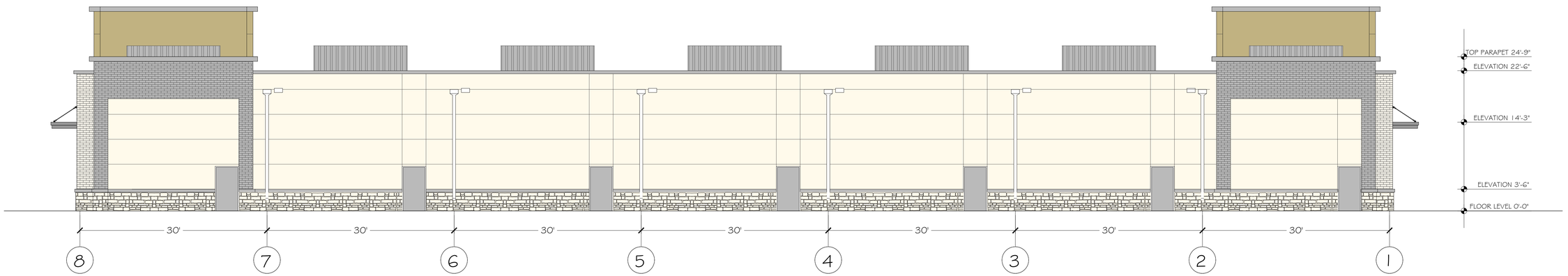
3 A-1 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND



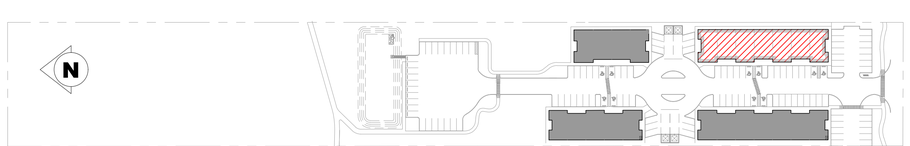
M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



1 A-1 EAST ELEVATION

SCALE: 1/8" = 1'-0"

NOTES:
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL OF DEVELOPMENT SERVICES DIRECTOR.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ROOF ACCESS SHALL BE INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



BUILDING "1"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	699	46.7%	699	46.7%	622	32.6%	1777	31.9%
BRICK VENEER	476	31.8%	476	31.8%	538	28.2%	2141	38.5%
AUSTIN STONE	160	10.7%	160	10.7%	554	29.1%	192	3.5%
GLAZING	162	10.8%	162	10.8%	192	10.1%	1456	26.1%
TOTAL	1498	100%	1498	100%	1906	100%	5567	100%

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 1 - ELEVATIONS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX. T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

PATRICK S. SPENCER 120220 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
06.28.22

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

SHEET: A - 01

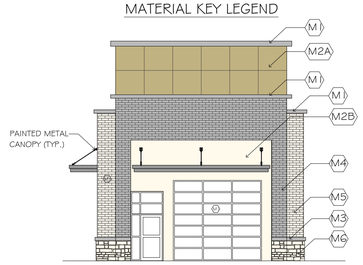
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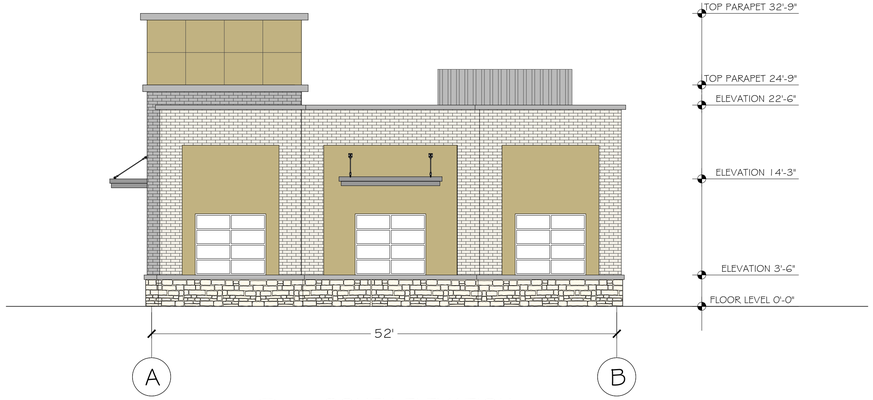
1 / A-2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND

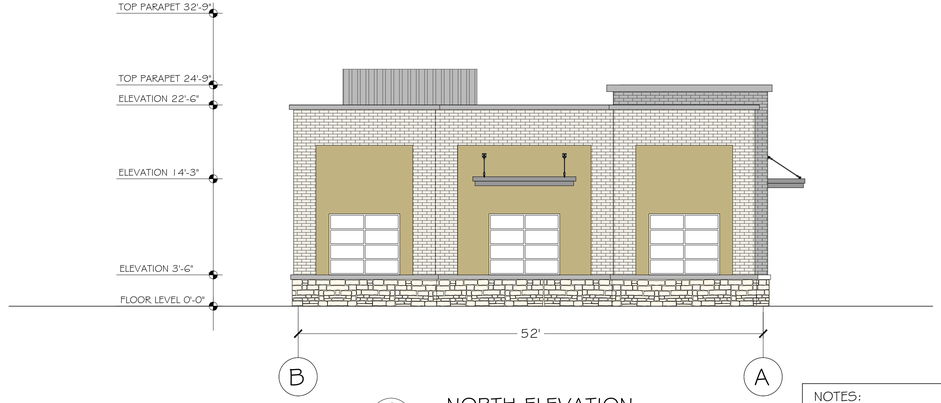


M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



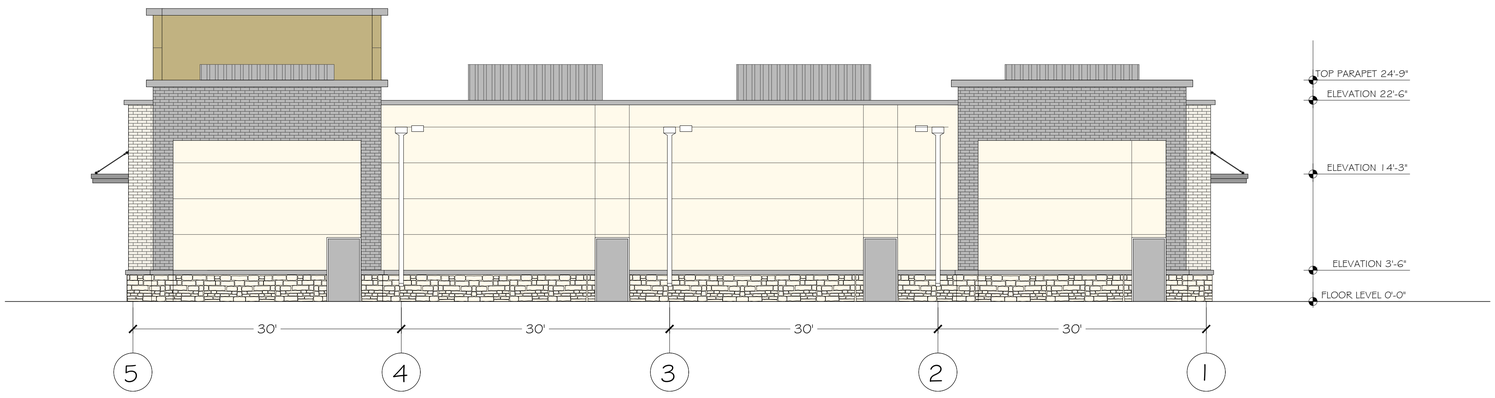
2 / A-2 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



3 / A-2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

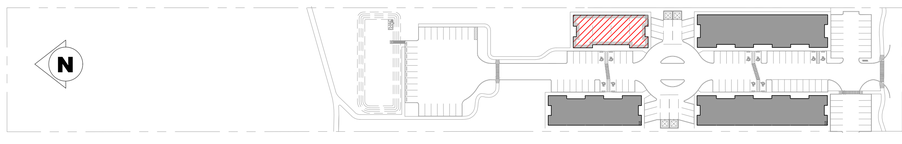


1 / A-2 EAST ELEVATION

SCALE: 1/8" = 1'-0"

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BUILDING "2"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	435	35.3%	574	41.8%	349	33.4%	988	31.3%
BRICK VENEER	476	38.6%	476	34.7%	269	25.7%	1228	38.9%
AUSTIN STONE	160	13.0%	160	11.7%	318	30.4%	111	3.5%
GLAZING	162	13.1%	162	11.8%	110	10.5%	832	26.3%
TOTAL	1233	100%	1372	100%	1046	100%	3159	100%



CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
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BUILDING 2 - ELEVATIONS

FOR

LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER

WESLEY COMMONS
LITTLE ELM, LLC

4532 WHITE ROCK LANE
PLANO, TEXAS 75024

PAMELA S. SHORT
124020
LICENSED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

06.28.22

ASA ENGINEERING

17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

ENGINEER OF RECORD

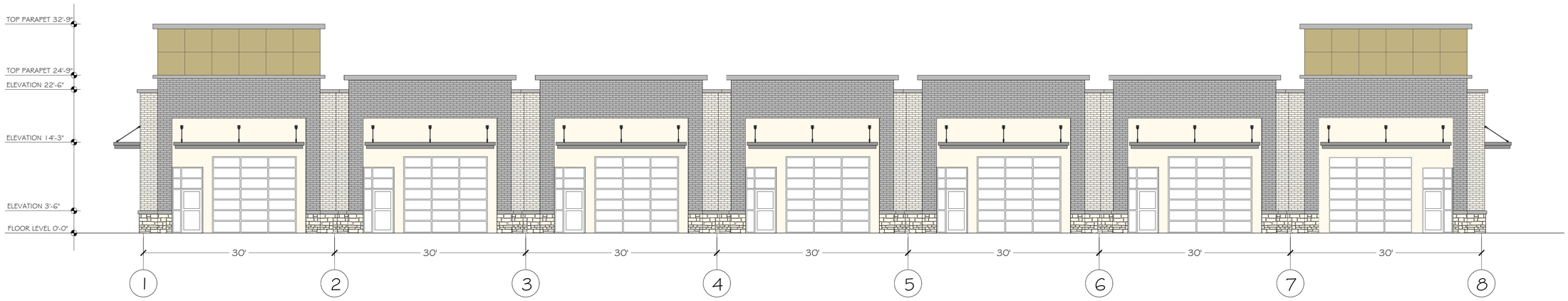
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

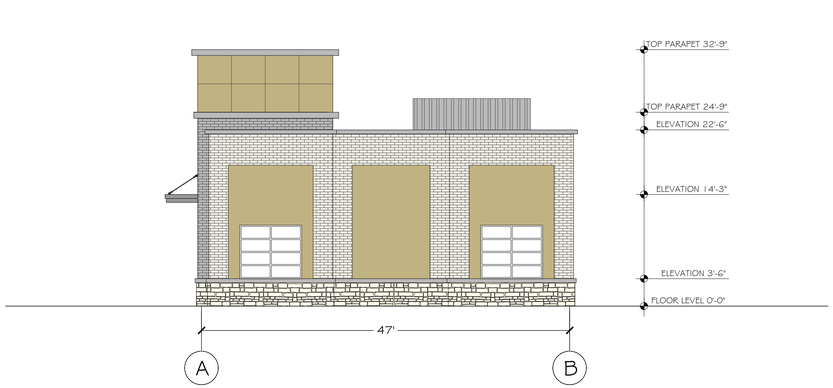
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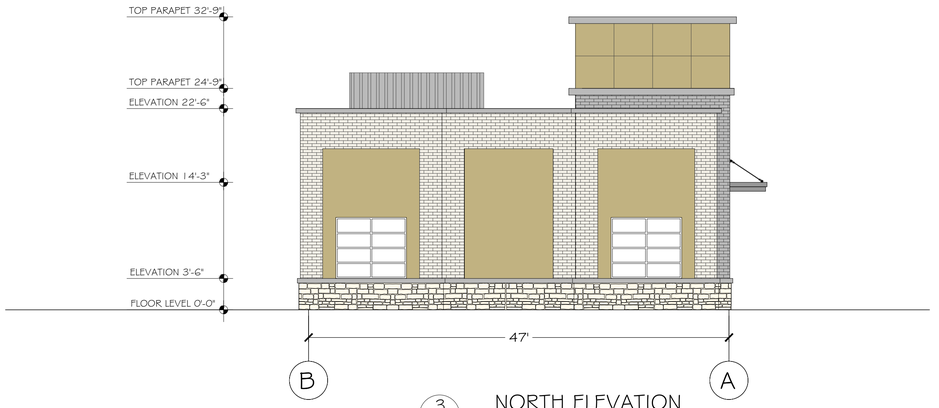
1 / A-3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



2 / A-3 SOUTH ELEVATION

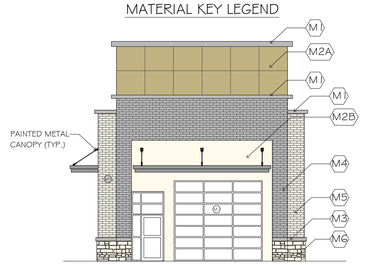
SCALE: 1/8" = 1'-0"



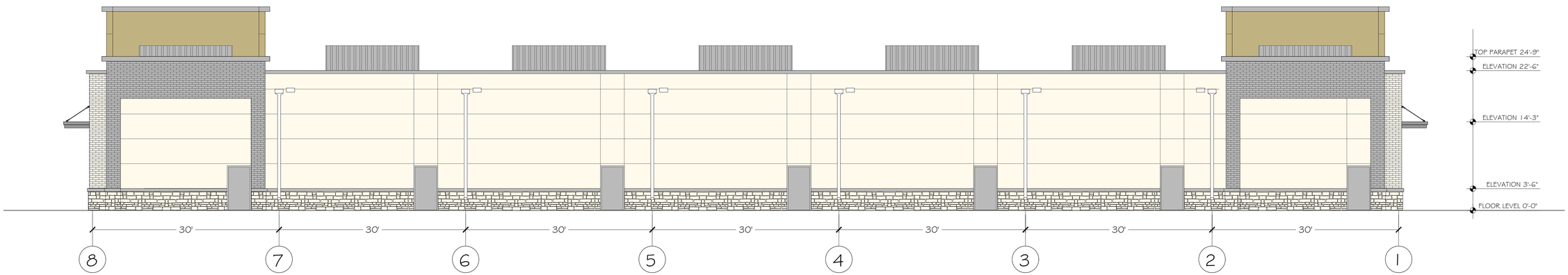
3 / A-3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

MATERIAL KEY LEGEND

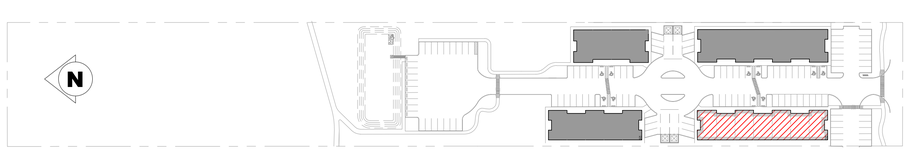


M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



1 / A-3 EAST ELEVATION

SCALE: 1/8" = 1'-0"



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BUILDING "3"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	551	41.9%	551	41.9%	1777	31.9%	622	32.6%
BRICK VENEER	456	34.7%	456	34.7%	2141	38.5%	538	28.2%
AUSTIN STONE	145	11.1%	145	11.1%	192	3.5%	554	29.1%
GLAZING	162	12.3%	162	12.3%	1456	26.1%	192	10.1%
TOTAL	1314	100%	1314	100%	5567	100%	1906	100%

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 3 - ELEVATIONS

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

PAUL S. SHEPARD
120
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
06.28.22

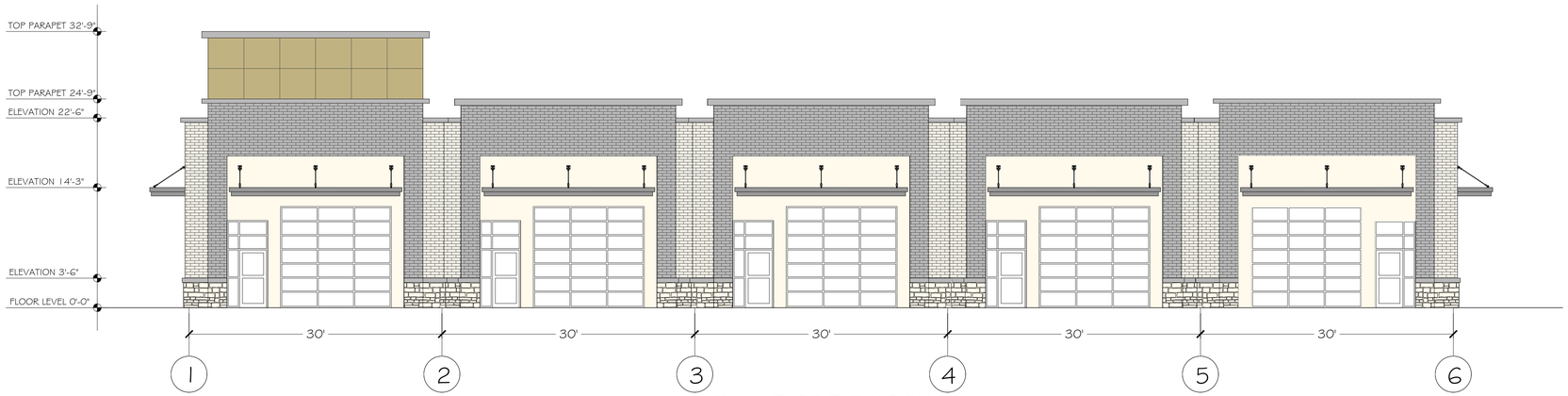
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

DATE: 06/28/2022

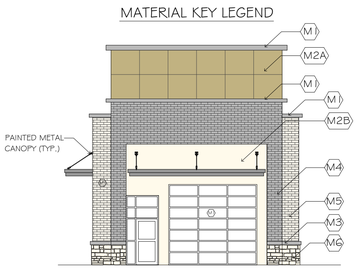
SHEET: A - 03

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1 A-4 EAST ELEVATION

SCALE: 1/8" = 1'-0"

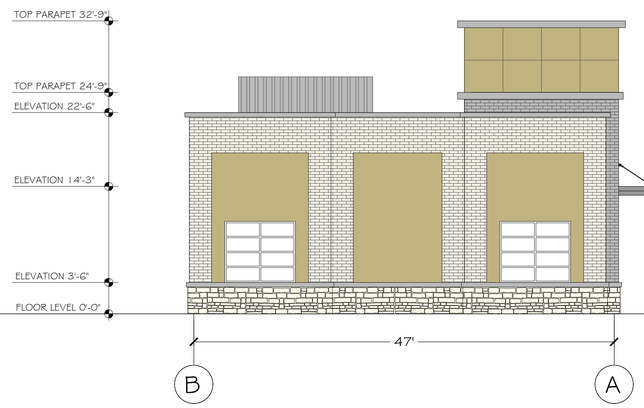


M	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M2A	STUCCO SHERWIN WILLIAMS COLOR SW 6132 - RELIC BRONZE
M2B	STUCCO SHERWIN WILLIAMS COLOR SW 6127 - IVOIRE
M3	PRECAST CONCRETE BAND - GENERIC
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN
M5	MERIDIAN BRICK V-100 MODULAR SMOOTH / COLOR IVORY
M6	AUSTIN STONE COUNTRY RUBBLE / COLOR CHALK



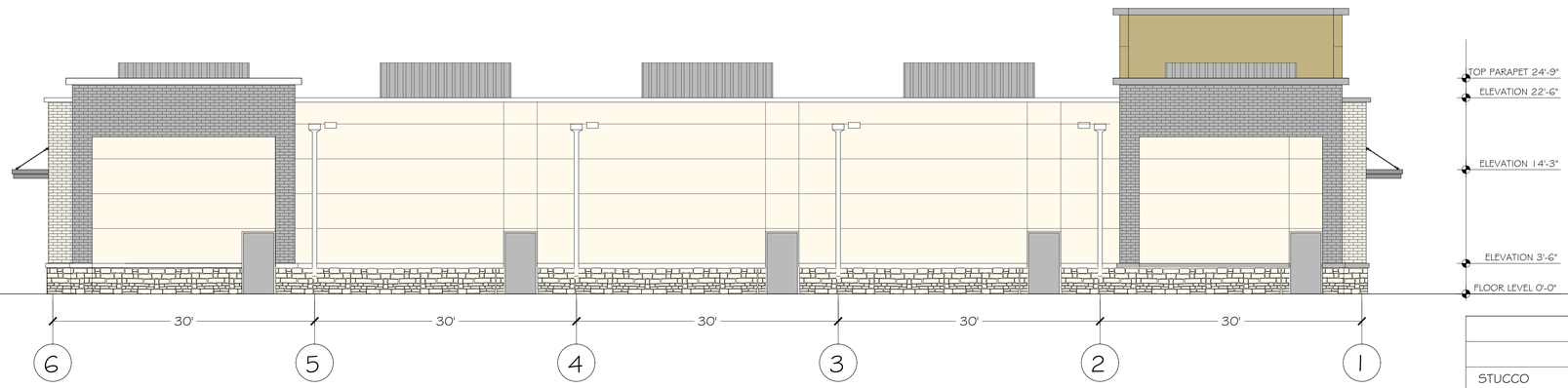
2 A-4 NORTH ELEVATION

SCALE: 1/8" = 1'-0"



3 A-4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

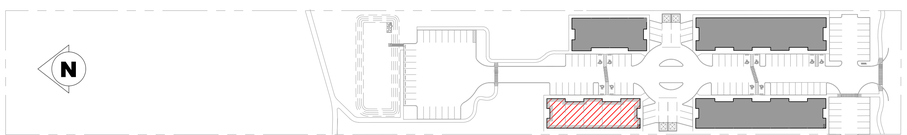


1 A-4 WEST ELEVATION

SCALE: 1/8" = 1'-0"

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BUILDING "3"								
	NORTH		SOUTH		EAST		WEST	
STUCCO	412	35.1%	551	41.9%	1185	30.4%	378	26.0%
BRICK VENEER	456	38.8	456	34.7%	1538	39.4%	538	37.1%
AUSTIN STONE	145	12.3%	145	11.1%	138	3.5%	397	27.4%
GLAZING	162	13.8%	162	12.3%	1040	26.7%	137	9.5%
TOTAL	1175	100%	1314	100%	3902	100%	1450	100%



CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

BUILDING 4 - ELEVATIONS
FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

PAUL S. SHIPMAN 120 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

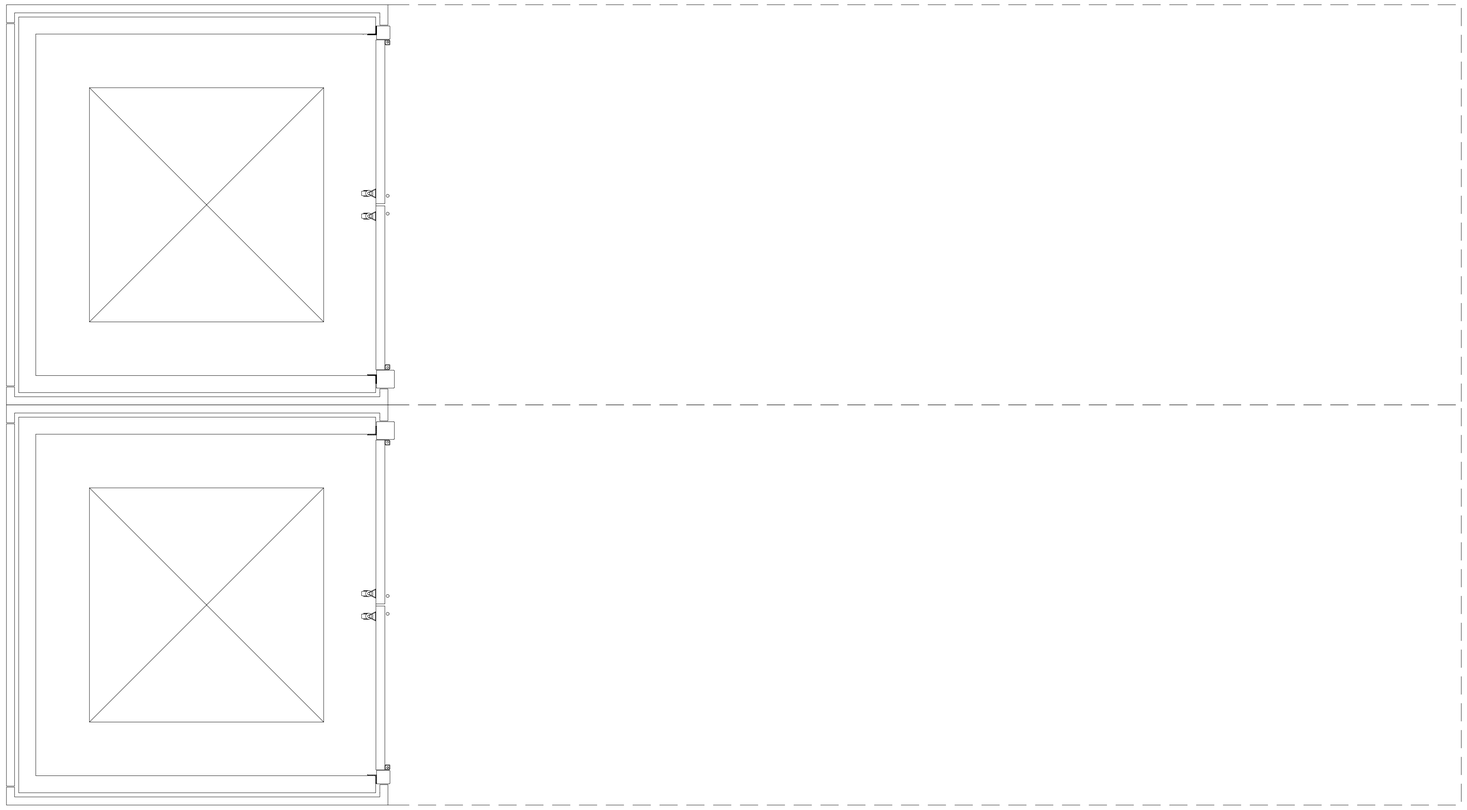
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22212.MLE

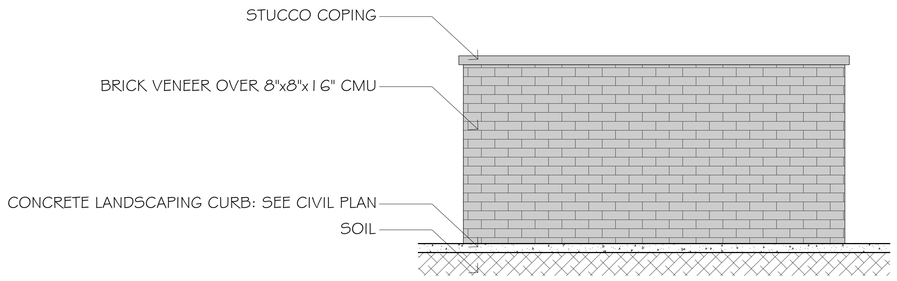
DATE: 06/28/2022

SHEET: A - 04

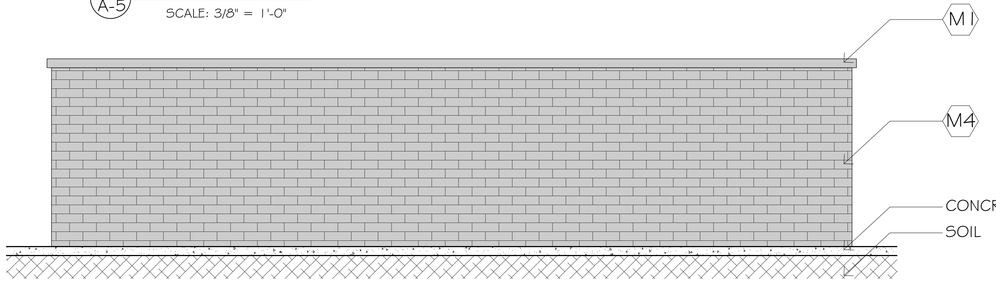
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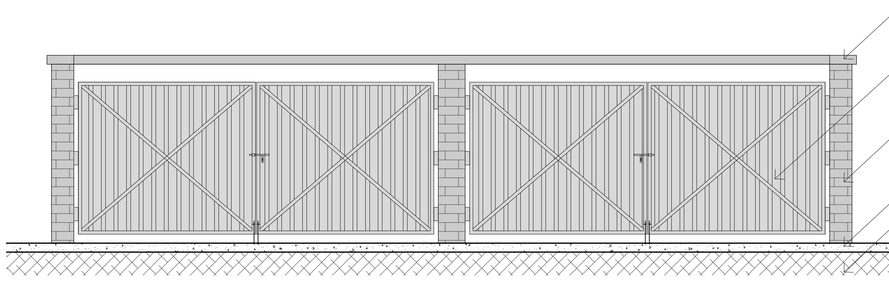
1 / A-5 FLOOR PLAN
SCALE: 3/8" = 1'-0"



1 / A-5 SIDE ELEVATION
SCALE: 3/8" = 1'-0"



2 / A-5 REAR ELEVATON
SCALE: 3/8" = 1'-0"



3 / A-5 SIDE ELEVATION
SCALE: 3/8" = 1'-0"

M1	COPING SHERWIN WILLIAMS COLOR SW 7096 - IRON ORE
M4	METRO BRICK - 507 EMPIRE / COLOR LIGHT BROWN

CIVIL PLAN

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

DUMPSTER

FOR
LITTLE ELM BUSINESS & TECH CENTER
TOWN OF LITTLE ELM, TEXAS

OWNER
WESLEY COMMONS
LITTLE ELM, LLC
4532 WHITE ROCK LANE
PLANO, TEXAS 75024

06.28.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 2212.MLE

DATE: 06/28/2022

SHEET: A - 05

Z:\2022\2212\Old Hadwell Center at Wesley Commons\MAIL PUBLISING ELEVATIONS\M-27-2022\DUMPSTER.dwg 6/28/2022 3:13:23 PM, DWG To PDF.pc3

Date:	07/19/2022
Agenda Item #:	5. J.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Present, Discuss, and Consider Action to Approve **Appointments of Two (2) Little Elm EDC Board Members and Two (2) Town Council Member to Serve on the Little Elm Local Development Corporation Board of Directors.**

DESCRIPTION:

The Little Elm Local Development Corporation (LELDC) Board of Directors was created to acquire land and enter into a sale, loan, lease, grant, transfer, trust, operating, or other agreement as authorized by the Act on behalf of the Town of Little Elm. The Board is made up of the Mayor, two Council Members, and two EDC Board Members.

At its regular meeting on July 11, 2022, the Little Elm EDC nominated Ken Eaken and Michel Hambrick to serve on the LELDC.

Staff requests direction from Town Council on the two appointments for Town Council Members. Once approved, this item will confirm the appointments of the two EDC Board Members and two Town Council Members to the LELDC.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends direction from Town Council on the two Town Council Member appointments and approval of the two EDC Board Member nominations.