

# WORKSHOP & REGULAR MEETING OF THE TOWN COUNCIL

# Tuesday, December 20, 2022 6:00 PM Little Elm Town Hall 100 W Eldorado Parkway, Little Elm, TX 75068

- 1. Call to Order Council Workshop at 6:00 p.m.
  - A. Present and Discuss the **Purpose of Specific Use Permits (SUP).**
  - B. Present and Discuss the **Subdivision Ordinance in relation to Collector Roads and Other Roadways in the Town.**
  - C. Present and Discuss a Review of 2022 Engagement Activities.
- 2. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.
  - 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  - C. Items to be Withdrawn from Consent Agenda.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.

# 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 December 6, 2022, Regular Town Council Meeting.**
- B. Consider Action to Award IFB 2023-02 for an Annual Requirements Agreement for Water and Wastewater Treatment Chemicals to DPC Industries for an estimated annual expenditure of \$70,280, Chameleon Industries, Inc. for an estimated annual expenditure of \$203,840, Evoqua Water Technologies, LLC for an estimated annual expenditure of \$223,560, Univar USA, Inc. for an estimated annual expenditure of \$73,430, and Polydyne, Inc. for an estimated annual expenditure of \$50,500.
- C. Consider Action to Approve an Annual Interlocal Cooperative Agreement for Fire Protection Services with Denton County for Unincorporated Areas Around Town Limits.

- D. Consider Action to Approve an **Annual Interlocal Cooperative Agreement for EMS/ambulance services with Denton County for Unincorporated Areas Around Town Limits.**
- E. Consider Action to Award Bid 2023-08 for Fine Bar Screen Addition for the Wastewater Treatment Plant to Felix Construction in the amount of \$380,500, and Authorize the Town Manager to Execute the Contract.
- F. Consider Action to Approve Resolution No. 1220202201 Approving an Amendment to the Town's Investment Policy; Authorized Broker/Dealers; Recording the Annual Review; and an Effective Date.
- G. Consider Action to Approve a **Development Escrow Agreement between the Town of Little Elm and MM Northlake Phase 2-3, LLC regarding the Northlake Estates Phase 3 Subdivision.**
- H. Consider Action to Award a Construction Contract to Quality Excavation, LTD for the Woodrow Circle Improvement Project (Contract #2023-05).
- I. Consider Action to Award a Construction Contract to Quality Excavation, LTD for the Lobo Lane Technology Park Improvement Project (Contract #2022-06).
- J. Consider Action to Approve Ordinance No. 1700 regarding the Abandonment of a Certain Portion of Navo Road, Authorizing the Transfer of Ownership to the Abutting Landowner, and Providing an Effective Date.
- 5. **Regular Items.** 
  - A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No.**1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by
    Amending Sec. 106.01.14 Land Use Definitions, in Order to Establish a Definition for
    "Family".

Open Public Hearing: Public Hearing opened December 6, 2022 at 6:33 p.m.

**Receive Public Comments:** 

**Close Public Hearing:** 

Take Action on Ordinance No. 1692:

B. Hold Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1695 Regarding a Request to Rezone Approximately 11.193 acres of Land, Currently Zoned as Light Commercial, Generally Located East of the Intersection of FM 423 and Little Elm Parkway, within Little Elm's Town limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) and Town Home (TH) Districts, with Modified Development Standards, to Allow a New Mixed-Use Development, Comprised of Owner-Occupied Residential Townhome, Retail, Restaurant, and Office Uses.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1695:

- C. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and FM 423 Properties LLC.**
- D. Hold Public Hearing, Discuss, and Consider Action on Ordinance No. 1696 Regarding a Request to Rezone Approximately .79 acres of Land, Currently Zoned as Planned Development Light Commercial (PD-LC) Through Ordinance No. 1643, Generally Located at 1728 E Eldorado Pkwy, on the North Side of Eldorado Parkway, Approximately 300 Feet from Preston on the Lake Boulevard, within Little Elm's Town Limits, in Order to Amend the Existing Development Plans.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action on Ordinance No. 1696:

- E. Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.**
- F. Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1699, a Request for a Specific Use Permit (SUP) for a Drive-Thru, on Property Located at 26561 East University Street, Currently Zoned Planned Development (PD-LC) through Ordinance No. 1283, as Amended by Ordinance No. 1589, in order to Allow for Development of a New Quick Service Food Establishment with a Drive-Thru Component.

Open Public Hearing: Receive Public Comments: Close Public Hearing: Take Action on Ordinance No. 1699:

# 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 16th day of December 2022 before 5:00 p.m.



Agenda Item #: 1. A.

**Department:** Development Services

Strategic Goal: Promote and expand Little Elm's identity

**Staff Contact:** Fred Gibbs, Director of Development Services

# **AGENDA ITEM:**

Present and Discuss the Purpose of Specific Use Permits (SUP).

# **DESCRIPTION:**

A Specific Use Permit (SUP) is a permit that allows the establishment of certain uses, in certain districts, that are considered worthy of additional scrutiny in their proposed location. SUP allows for use of property that is a special exception to the existing zoning and allows the municipality to place a set of controls on the development/operation of that specific use. Staff will review how an SUP can be utilized by the Administration as a tool in their review of the various SUP requests.

### **BUDGET IMPACT:**

This item has no budget impact.

# **RECOMMENDED ACTION:**

Information only, no action required.



Agenda Item #: 1. B.

**Department:** Development Services

**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors

**Staff Contact:** Fred Gibbs, Director of Development Services

# **AGENDA ITEM:**

Present and Discuss the **Subdivision Ordinance in relation to Collector Roads and Other Roadways in the Town.** 

# **DESCRIPTION:**

Town staff will provide an overview of collector roads and other roadways.

# **BUDGET IMPACT:**

There is no budget impact for this item.

# **RECOMMENDED ACTION:**

Information only, no action required.



Agenda Item #: 1. C.

**Department:** Administrative Services

**Strategic Goal:** Ensure strong relationship within the community and region

**Staff Contact:** Matt Mueller, Town Manager

# **AGENDA ITEM:**

Present and Discuss a Review of 2022 Engagement Activities.

# **DESCRIPTION:**

Town Manager Matt Mueller will give a review of 2022 engagement activities.

# **BUDGET IMPACT:**

There is no budget impact for this item.

# **RECOMMENDED ACTION:**

Information only, no action required.



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 December 6, 2022, Regular Town Council Meeting.** 

# **DESCRIPTION:**

The minutes from the December 6, 2022, regular Town Council meeting are attached for approval.

# **BUDGET IMPACT:**

There is no budget impact for this item.

# **RECOMMENDED ACTION:**

Staff recommends approval.

# **Attachments**

Minutes - December 6, 2022

# DRAFT

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 DECEMBER 6, 2022 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Council Member Jamell Johnson; Council Member Tony Singh; Mayor

Pro Tem Lisa Norman; Council Member Michael McClellan

Absent: Council Member Neil Blais; Council Member Jeremy Lukas

Staff Caitlan Biggs, Director of Administrative Services/Town Secretary; Jennette Espinosa, Executive Present: Director; Joe Florentino, Assistant Town Manager; Matt Mueller, Town Manager; Chad Hyde,

Director of Community Services; Doug Peach, Deputy Town Manager; Fred Gibbs, Director of Development Services; Kate Graham, Assistant to the Town Manager; Kelly Wilson, Chief Financial

Officer; Paul Rust, Fire Chief; Robert Brown, Town Attorney; Rodney Harrison, Police Chief

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

Meeting was called to order 6:01 p.m.

A. Present and Discuss the **2023 Council Meeting Calendar.** 

Town Council gave direction to cancel the meetings listed below and to schedule special meetings as necessary:

- January 3
- March 21
- July 4
- November 21
- B. Present and Discuss an **Update on the Lakeside Sports Complex.**

Community Services Director Chad Hyde, Town Engineer Wesley Brandon, and Town Manager Matt Mueller gave an overview of the item in the attached presentation. Staff discussed the alternates that were added to the project due to availability of funding.

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

В. Pledge to Flags. C. Items to be Withdrawn from Consent Agenda. None. 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 wants to discuss an ordinance for future developments that would prohibit parking on collector roads. 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. Town Manager Matt Mueller stated that the District 2 Town Hall will be held next Tuesday, December 13 at 6pm at Robertson Elementary. G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session. None. Presentations. Present a Proclamation Declaring December 2022 as Christian Heritage Month. A. Mayor Cornelious presented the proclamation.

Pastor John Wolfe gave the invocation.

3.

В.

Present Town Manager Challenge Coins.

Town Manager Matt Mueller gave Town Manager challenge coins to Nathan Abato, Kevin Swindle, and Alex Eicke.

### 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.

Ericca Cordier, PO Box 511, Little Elm, TX 75068, stated that this is the 5th year for the Ladies of Little Elm Coat Drive and that they have collected \$670 worth of coats.

# 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 Michael McClellan, seconded by Council Member Tony Singh **to** approve the Consent Agenda.

Vote: 5 - 0 - Unanimously

- A. Consider Action to Approve the **Minutes from the November 15, 2022, Regular Town Council Meeting.**
- B. Consider Action to Approve Resolution No. 1206202201 Adopting Criteria for Use in Creating Town Council Districts.
- C. Consider Action to Approve a **Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Sanitary Sewer Basins 6 and 7 Manhole Condition Assessment in an Amount not to Exceed \$73,200.**
- D. Consider Action to Approve Ordinance No. 1693 Amending the Fiscal Year 2021-2022 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all prior Ordinances and Actions in conflict herewith; and Providing for an Effective Date.
- E. Consider Action to Approve Ordinance No. 1694 Amending the Fiscal Year 2022-2023 Annual Budget in Accordance with Existing Statutory Requirements; Appropriating the Various Amounts Herein; Repealing all Prior Ordinances and Actions in Conflict herewith; and Providing for an Effective Date.
- F. Consider Action to Award Request for Proposal 2023-09 for an Annual Drone Light Show Attraction to FlyLight Drones, LLC, in an estimated annual amount of \$20,000 plus revenue share.
- G. Consider Action to Approve Change Order #1 to the Construction Contract with AUI Partners regarding the Lakeside Sports Complex Project.
- H. Consider Action to Approve the Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.

# 6. Regular Items.

A. Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No.**1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".

Open Public Hearing: Public Hearing opened November 15, 2022 at 7:13 p.m. Receive Public Comments: Close Public Hearing:

Take Action on Ordinance No. 1692:

Motion by Council Member Michael McClellan, seconded by Council Member Jamell Johnson *to continue the public hearing to the December 20, 2022 meeting.* 

Vote: 5 - 0 - Unanimously

- B. Present, Discuss, and Consider Action to Approve Ordinance No. 1697 Adopting a New Redistricting Plan and Revising Town Council Member Electoral District Boundaries to Rebalance the Population Between the Electoral Districts Based on the 2022 Census; Providing for Certain Findings of Fact; Adopting and Correcting the Official Council Electoral District Map; Providing Notice to Denton County; and Providing an Effective Date.
- C. Present, Discuss, and Consider Action on **Ordinance 1698 Amending the Little Elm Youth Council By-Laws.**

Motion by Mayor Pro Tem Lisa Norman, seconded by Council Member Michael McClellan **to** approve Ordinance No. 1698.

Vote: 5 - 0 - Unanimously

# 7. 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 convened into Executive Session at 6:42 p.m.

# 8. 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 7:41 p.m. No action was taken.

9. Adjourn.		
Respectfully,		
Caitlan Biggs Town Secretary		
Passed and Approved this	day of	2022.



Agenda Item #: 4. B.

**Department:** Finance

**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors

**Staff Contact:** Jason Shroyer, Director of Public Works

### **AGENDA ITEM:**

Consider Action to Award IFB 2023-02 for an Annual Requirements Agreement for Water and Wastewater Treatment Chemicals to DPC Industries for an estimated annual expenditure of \$70,280, Chameleon Industries, Inc. for an estimated annual expenditure of \$203,840, Evoqua Water Technologies, LLC for an estimated annual expenditure of \$223,560, Univar USA, Inc. for an estimated annual expenditure of \$73,430, and Polydyne, Inc. for an estimated annual expenditure of \$50,500.

# **DESCRIPTION:**

Treatment chemicals are needed by the water and wastewater utility departments throughout the year to provide safe drinking water to the Town's citizens and to recycle treated wastewater back to its original water source. The contract suppliers will deliver the chemicals to the Town's storage tanks on an as needed basis for daily operational usage. This solicitation was advertised in the local newspaper and posted on the Town's eProcurement platform. Seventy-one (71) potential suppliers were notified, and seven (7) responded.

Staff recommends award to the suppliers shown below for each stated chemical.

Item	Description	Supplier	Unit Price
1	Liquid Caustic Soda, 25%	Univar USA, Inc.	\$0.1969 per pound
2	Liquid Bleach, 12.5%	DPC Industries	\$2.51 per gallon
3	Bioxide	Evoqua Water Technologies, LLC	\$3.24 per gallon
6	Cationic Polymer Liquid	Polydyne, Inc.	\$1.870 per pound
7	Evaporated Salt Pellets, 99.8% Pure	Univar USA, Inc.	\$0.30 per pound

8	Aluminum Sulfate (NSF/ANSI	Chameleon	\$0.98 per
	Standard 60 Certified)	Industries, Inc.	gallon

No bids were received for items 4 and 5, baum acid and granular 70% calcium hypochlorite, respectively. These two chemicals will be spot-purchased from the open market when needed.

# **BUDGET IMPACT:**

Funding has been identified in the Utility Fund's Wastewater Treatment and Water Operations budgets. Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

# **RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments** 

**Tabulation** 

					dustries rne, TX		Industries Inc.	Evoqua Water T	•	Chemtrade Che Parsipp		Con	ional Trading npany nds, WA		USA, Inc. Grove, IL		<b>yne Inc.</b> oro, GA
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Liquid Caustic Soda 25%, Bulk delivery - Average delivery quantity: 29556	340,000	POUNDS	\$0.1995	\$67,830.00	No Bid		No Bid				\$0.285	\$96,900.00	\$0.1969	\$66,946.00	No Bid	
2	Liquid Bleach 12.5%, Average Delivery Quantity: 2991	28,000	GALLONS	\$2.51	\$70,280.00	No Bid		No Bid		No Bid		No Bid		\$3.34	\$93,520.00	No Bid	
3	W2T501328, BIOXIDE - This product is deliverd to various points within the zip code 75068/Town of Little Elm Limits. Average Delivery Quantity: 2245	69,000	GALLONS	No Bid		No Bid		\$3.24	\$223,560.00	No Bid		No Bid		No Bid		No Bid	
4	20 Baum Acid in 55 gallon drums, Average Delivery Qty: 8	8	Drums	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid		No Bid	
5	Granular 70% Calcium Hypochlorite, 100 pound granular containers. Average Delivery Quantity: 300	2,400	POUNDS	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid		No Bid	
6	Catonic Polymer Liquid, Bulk Delivery 55 Gallon Drums. Average Delivery Quantity: 2025 gallons	27,000	POUNDS	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid		\$1.87	\$50,490.00
7	Evaporated Salt Pellets, 99.8% Pure, 40 pound bags. Average Delivery Quantity: 4900		POUNDS	No Bid		No Bid		No Bid		No Bid		No Bid		\$0.30	\$6,480.00	No Bid	
8	Aluminum Sulfate (NSF/ANSI Standard 60 Certified). Average Delivery Quantity: 4077		GALLONS	No Bid		\$0.98	\$203,840.00	No Bid		\$1.4277	\$296,961.60	\$1.42	\$295,360.00	\$1.20	\$249,600.00	No Bid	

Total: \$138,110.00 \$203,840.00 \$223,560.00 \$296,961.60 \$392,260.00 \$416,546.00 \$50,490.00



**Agenda Item #:** 4. C. **Department:** Fire

**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Paul Rust, Fire Chief

# **AGENDA ITEM:**

Consider Action to Approve an **Annual Interlocal Cooperative Agreement for Fire Protection Services with Denton County for Unincorporated Areas Around Town Limits.** 

# **DESCRIPTION:**

This contract allows the Town of Little Elm Fire Department to extend fire protection services into unincorporated areas as indicated in Exhibit A. There are no substantial changes presented with this year's renewal. Estimated fire call volume for the coming year is 306 calls, with an expected revenue paid to the Town of Little Elm of \$198,900.

# **BUDGET IMPACT:**

No additional fire department operational budget impact.

# **RECOMMENDED ACTION:**

Staff recommends approval.

# **Attachments**

ILA Fire Denton County
Fire Map Denton County

THE COUNTY OF DENTON	§	
	§	TOWN OF LITTLE ELM
	§	FIRE DEPARTMENT
STATE OF TEXAS	§	

# INTERLOCAL COOPERATION AGREEMENT FIRE PROTECTION SERVICES

**THIS AGREEMENT**, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Little Elm Fire Department, ("the **AGENCY**").

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the AGENCY is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Town of Little Elm; and

WHEREAS, the AGENCY is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the COUNTY and the AGENCY mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

**NOW, THEREFORE**, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

# I. <u>TERM</u>

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending September 30, 2023.

# II. SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Town of Little Elm in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the COUNTY within the operating territory or jurisdiction of the AGENCY, as agreed to by the AGENCY and the COUNTY in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the COUNTY who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Little Elm*" as set out in Exhibit "A".
- C. The COUNTY agrees that, in the event a fire in the AGENCY's unincorporated designated area which the AGENCY considers to be of an incendiary nature and upon request by the AGENCY, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The AGENCY shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The COUNTY agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the AGENCY considers to be of incendiary nature in the AGENCY's incorporated area upon request of the AGENCY.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2<sup>nd</sup> Floor, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The COUNTY shall designate the County Judge to act on behalf of the COUNTY and to serve as "Liaison Officer" between the COUNTY and the AGENCY. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the COUNTY under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the COUNTY engaged in the performance of this Agreement for the mutual benefit of the COUNTY and the AGENCY.

# III. PERFORMANCE OF SERVICE

The AGENCY shall devote sufficient time and attention to insure the performance of all duties and obligations of the AGENCY under this Agreement and shall provide immediate and direct supervision of the AGENCY's employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the AGENCY and the COUNTY.

# IV. COMPENSATION

The COUNTY agrees to pay to the AGENCY for the full performance of services as provided in this Agreement the sum of \$10,000.00, payable upon execution of this Agreement, and further agrees to pay the sum of \$650.00 per fire call in the designated unincorporated areas of the COUNTY from October 1, 2022, to September 30, 2023. The COUNTY anticipates the AGENCY to run approximately 306 fire calls for a total funding of \$198,900.00 for fire calls. The total payments by the COUNTY to the AGENCY pursuant to this Agreement are estimated to be \$208,900.00. The COUNTY will make no payment to the AGENCY for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The AGENCY understands and agrees that payment by the COUNTY to the AGENCY shall be made in accordance with the normal and customary processes and business procedures of the COUNTY and in conformance with applicable state law.

# V. FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

# VI. RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

# VII. RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

# VIII. APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

# IX. DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

# X. TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

# XI. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

# XII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

# XIII. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

# XIV. SEVERABILITY

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

# XV. <u>AUTHORITY</u>

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

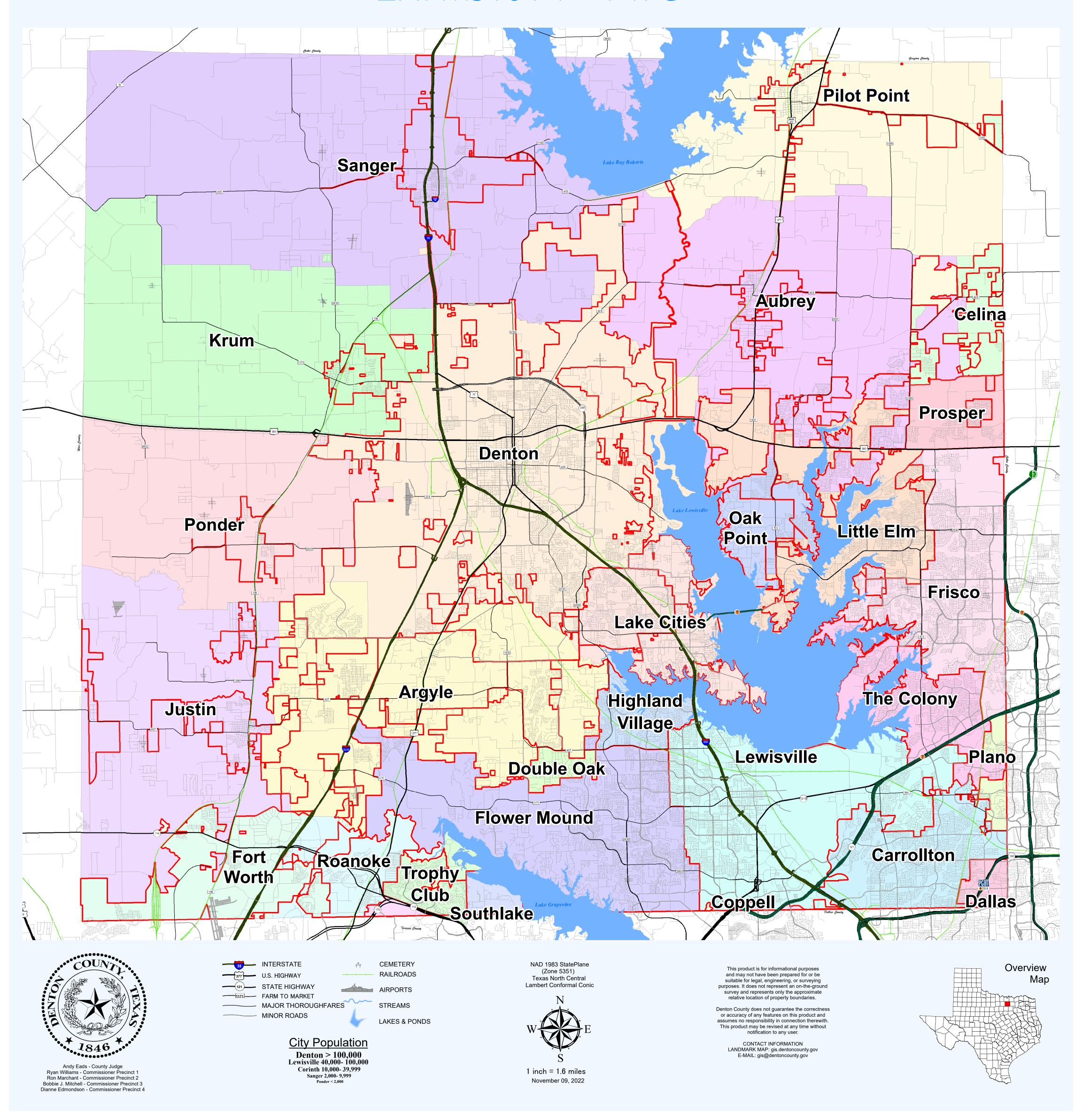
# XVI. <u>SERVICE AREA</u>

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

Exhibit "A".			
EXECUTED this	day of	, 20	
Denton County, Texas 1 Courthouse Drive, Suite 3100		Town of Little Elm 100 W. El Dorado Parkway	
Denton, Texas 76208		Little Elm, Texas 75068	
ByAndy Eads Denton County Judge	_	By	
ATTEST:		APPROVED AS TO CONTENT:	
By:	_	By: Denton County Fire Marshal	
_	UDITOR'S CE		
I hereby certify that funds a accomplish and pay the obligation		-	to
	Dento	n County Auditor	

# DENTON COUNTY

# Exhibit A - Fire





**Agenda Item #:** 4. D. **Department:** Fire

**Strategic Goal:** Provide a safe and welcoming environment for Little Elm residents and visitors

Staff Contact: Paul Rust, Fire Chief

# **AGENDA ITEM:**

Consider Action to Approve an **Annual Interlocal Cooperative Agreement for EMS/ambulance** services with Denton County for Unincorporated Areas Around Town Limits.

# **DESCRIPTION:**

This contract allows the Town of Little Elm Fire Department to extend emergency medical/ambulance services into unincorporated areas as indicated in Exhibit B. There are no substantial changes presented with this year's renewal. Annual revenue from this agreement is estimated to be \$64,126.

### **BUDGET IMPACT:**

No additional impact on the fire department operational budget.

# **RECOMMENDED ACTION:**

Staff recommends approval.

# **Attachments**

EMS Denton County
EMS Map Denton County

THE COUNTY OF DENTON	§	
	§	TOWN OF LITTLE ELM
	§	AMBULANCE SERVICES
STATE OF TEXAS	§	

# INTERLOCAL COOPERATION AGREEMENT AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas ("the COUNTY"), and the Town of Little Elm, Texas ("the AGENCY").

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the AGENCY is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Town of Little Elm; and

WHEREAS, the AGENCY is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the COUNTY desires to obtain emergency ambulance and related services for the benefit of residents of the COUNTY living in unincorporated areas of the COUNTY which the AGENCY is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the COUNTY and the AGENCY; and

WHEREAS, the COUNTY desires to enter into an exclusive agreement with the AGENCY to provide efficient emergency ambulance service; and

WHEREAS, the COUNTY desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the COUNTY and the AGENCY mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

**NOW THEREFORE**, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

# I. TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending on September 30, 2023.

# II. **DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
  - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
  - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

# III. SERVICES

The services to be rendered under this Agreement by the AGENCY are the ambulance services normally rendered by the AGENCY to citizens of Town of Little Elm in circumstances of emergency, but which services will now be extended to all citizens of the COUNTY residing in the unincorporated areas of the COUNTY within the operating territory or jurisdiction of the AGENCY, as agreed to by the AGENCY and the COUNTY in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the AGENCY have the duty and responsibility of rendering ambulance services to citizens of the AGENCY and the COUNTY. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the AGENCY to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The COUNTY shall designate the County Judge to act on behalf of the COUNTY and to serve as "Liaison Officer" between the COUNTY and the AGENCY. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the COUNTY under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the COUNTY engaged in the performance of this Agreement.

# IV. PERFORMANCE OF SERVICES

The AGENCY shall devote sufficient time and attention to insure the performance of all duties and obligations of the AGENCY under this Agreement and shall provide immediate and direct supervision of the AGENCY's employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the AGENCY and the COUNTY.

# V. COMPENSATION

**COUNTY** agrees to pay to the **AGENCY** an estimated fee of \$64,126.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

- 1. A fixed sum based on a population percentage .4677 per capita; said sum computes to \$25,335.47.
- 2. A fixed sum of \$249.7469 per ambulance transport for an estimated maximum amount of \$36,463.04. Said sum is based upon 146 transports made by the **AGENCY** in fiscal year 2022.
- 3. A fixed sum based on 3.12 rural miles in the agreed operating territory; said sum computes to \$2,327.62.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

# VI. <u>FINANCIAL RECORDS</u>

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

# VII. RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

# VIII. RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

# IX. APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

# X. DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

# XI. TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

# XII. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

# XIII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

# XIV. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

# XV. SEVERABILITY

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

# XVI. AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

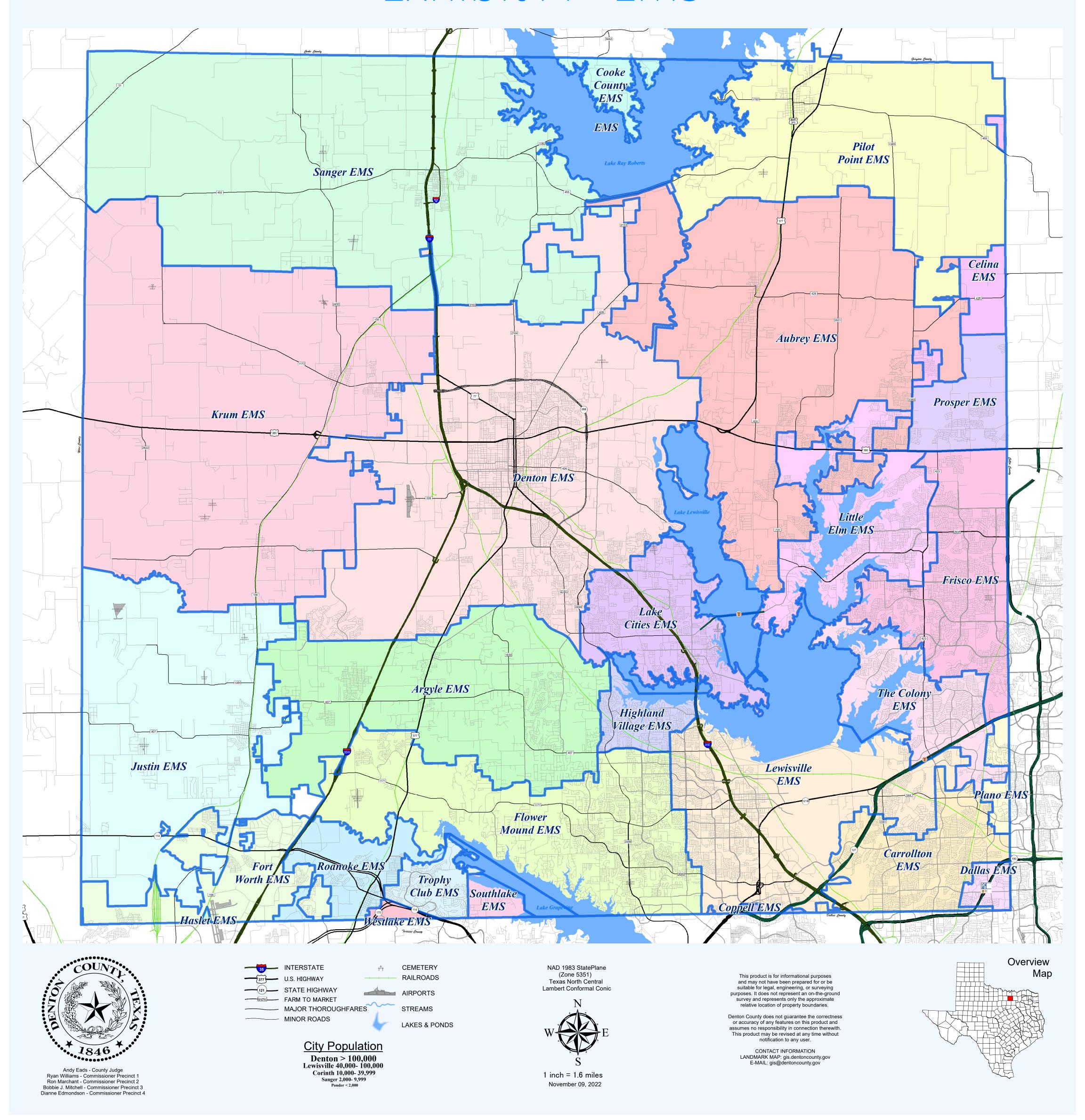
# XVII. <u>SERVICE AREA</u>

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

Exhibit "A".	
EXECUTED this	day of, 20
COUNTY:	AGENCY:
Denton County, Texas	Town of Little Elm
1 Courthouse Drive, Suite 3100	100 W. Eldorado Parkway
Denton, Texas 76208	Little Elm, Texas 75068
By:	By:
Andy Eads	Name
Denton County Judge	Title
ATTEST: By:	APPROVED AS TO CONTENT:  By:
Denton County Clerk	Denton County Fire Marshal
	OR'S CERTIFICATE  ilable in the amount of \$ to not a County under this Agreement.
	Denton County Auditor

# DENTON COUNTY

# Exhibit A - EMS





Agenda Item #: 4. E.

**Department:** Finance

**Strategic Goal:** Maintain operational integrity and viability **Staff Contact:** Jason Shroyer, Director of Public Works

### **AGENDA ITEM:**

Consider Action to Award Bid 2023-08 for Fine Bar Screen Addition for the Wastewater Treatment Plant to Felix Construction in the amount of \$380,500, and Authorize the Town Manager to Execute the Contract.

# **DESCRIPTION:**

On November 29, 2022, the Town received bids for the Fine Bar Screen Addition for the Wastewater Treatment Plant.

Bids were advertised in the local paper, posted on the Town's eProcurement system, and sent to three hundred twelve (312) contractors. One (1) response was received, from Felix Construction.

Staff has reviewed the offer and recommends award to Felix Construction.

### **BUDGET IMPACT:**

Funding has been identified in the Utility Capital Improvement Plan, and the project will be funded out of the utility capital improvement fund.

Expenditures will not exceed funds appropriated. Funds will be committed at the issuance of a purchase order.

# **RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments** 

Tabulation 2023-08 Contract

				Felix Construction Carrollton, TX	
Line #	Description	QTY	UOM	Unit	Extended
1	Furnish all labor, equipment, tools, supervision, and materials to install a mechanically cleaned step fine screen, inclusive of all items and field connections, with the exception of the specific Bid Items listed below, per Lump Sum.				
		1	LS	\$311,000.00	\$311,000.00
2	Coordinate and provide manufacturer installation assistance, startup, and training for the mechanically cleaned step fine screen, per Lump Sum.				
	Screen, per Lump Sum.	1	LS	\$5,500.00	\$5,500.00
3	Furnish all labor, equipment, tools, supervision, and materials to demolish the existing bar rack, aluminum platform and handrail, utilities, electrical conduits and wires, and other required components and utilities, per Lump Sum.				
		1	LS	\$16,000.00	\$16,000.00
4	Seeding, hydro mulching, and site restoration, including all related items, complete and in place, per Acre.				
		1	AC	\$3,500.00	\$3,500.00
5	Performance and Payment Bonds and Insurance, per Lump Sum.				
		1 LS	LS	\$7,000.00	\$7,000.00
6	Mobilization and Demobilization, 50% for Mobilization, 50% for Demobilization, per Lump Sum.				
		1	LS	\$37,500.00	\$37,500.00

Total: \$380,500.00

#### STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and <u>Felix Construction Company</u> (Contractor). Owner and Contractor, in mutual consideration agree as follows:

#### **ARTICLE 1 - THE WORK**

#### 1.1 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified in Bid 2023-08 Wastewater Treatment Plant Fine Bar Screen Addition. The Project is generally described as follows:
  - 1. Demolish existing bar rack, maintenance platform, and other miscellaneous utilities.
  - 2. Installation of a new mechanically cleaned step fine screen and stainless steel baffle plate in an existing concrete channel. Step screen to be furnished by the Owner.
  - 3. Installation of screenings discharge chute into Screenings and Grit Container Building.
  - 4. Extend existing non-potable water piping and other utilities, to serve the new fine step screen.
  - 5. Installation of a step fine screen control panel and associated electrical conduits and wire.
  - 6. Coordination with the new step fine screen manufacturer for installation assistance, start-up, and training services.

#### **ARTICLE 2 - CONTRACT DOCUMENTS**

#### 2.1 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

#### 2.2 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Performance bond.

- 3. Payment bond.
- 4. Maintenance bond.
- 5. Specifications listed in the Table of Contents.
- 6. Drawings as listed on the Drawing Sheet Index.
- 7. Addenda.
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - Work Change Directives (EJCDC C-940).
  - b. Change Orders (EJCDC C-941).
  - c. Field Orders.

# **ARTICLE 3 - ENGINEER**

## 3.1 Engineer

A. The Engineer for this Project is:

Freese and Nichols, Inc.

#### **ARTICLE 4 - CONTRACT TIMES**

#### 4.1 Contract Times

A. The Work will be substantially completed within **150** days after the Effective Date of the Contract and completed and ready for final payment within **180** days after the Effective Date of the Contract.

#### 4.2 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the Contract Time for substantial completion.

#### 4.3 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

# 4.4 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

#### **ARTICLE 5 - CONTRACT PRICE**

#### 5.1 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of \$380,500 for all Work.
- B. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices displayed in Exhibit A for each unit of Work completed.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

#### **ARTICLE 6 - BONDS AND INSURANCE**

#### 6.1 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

#### 6.2 Insurance

**A.** Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best

rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.** 

- **B.** The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- **C.** If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

#### **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

## 7.1 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

#### 7.2 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

#### 7.3 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

## 7.4 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

## 7.5 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

## 7.6 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

# 7.7 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.8 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.9 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or

- omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

# 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

### 7.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by

Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

#### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.1 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

# **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.1 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise

- owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 10 - CHANGES IN THE WORK**

#### 10.1 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

## 10.2 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.1 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

#### **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

#### 12.1 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

#### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

#### 13.1 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

#### 13.2 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

#### **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

## 14.1 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

#### 14.2 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10<sup>th</sup>) of each month for the prior month (1<sup>st</sup> 31<sup>st</sup>), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

#### 14.3 Retainage

A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

#### 14.4 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.5 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.6 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.7 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.8 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and

- Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.9 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

#### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

## 15.1 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

## 15.2 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.3 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

# 15.4 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

#### **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

#### 16.1 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.

- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies
  that Contractor has discovered in the Contract Documents, and the written resolution thereof by
  Engineer is acceptable to Contractor.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor
  that, without exception, all prices in the Contract are premised upon performing and furnishing
  the Work required by the Contract Documents.

#### **ARTICLE 17 - MISCELLANEOUS**

#### 17.1 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

## 17.2 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

## 17.3 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

# 17.4 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

#### 17.6 Controlling Law

A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.							
This Contract will be effective on	(which is the Effective Date of the Contract).						
OWNER:	CONTRACTOR:						
By: Matthew Mueller	By:						
Title: Town Manager	Title:						
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)						
Address for giving notices:  Town of Little Elm	Address for giving notices:						
100 West Eldorado Pkwy							
Little Elm, TX 75068							
contracts@littleelm.org							

Town of Little Elm Bid Tabulation 2023-08 WWTP Fine Bar Screen Addition

				Felix Cor	nstruction
				Carrollton, TX	
Line #	Description	QTY	UOM	Unit	Extended
1	Furnish all labor, equipment, tools, supervision, and materials to install a mechanically cleaned step fine screen, inclusive of all items and field connections, with the exception of the specific Bid Items listed below, per Lump Sum.			¢244 000 00	¢244.000.00
	per cump sum.	1	LS	\$311,000.00	\$311,000.00
2	Coordinate and provide manufacturer installation assistance, startup, and training for the mechanically cleaned step fine screen, per Lump Sum.	1	LS	\$5,500.00	\$5,500.00
		1	L3	\$5,500.00	\$5,500.00
3	Furnish all labor, equipment, tools, supervision, and materials to demolish the existing bar rack, aluminum platform and handrail, utilities, electrical conduits and wires, and other required components and utilities, per				
	Lump Sum.	1	LS	\$16,000.00	\$16,000.00
4	Seeding, hydro mulching, and site restoration, including all related items, complete and in place, per Acre.	1	AC	\$3,500.00	\$3,500.00
				40,000.00	+=/=====
5	Performance and Payment Bonds and Insurance, per Lump Sum.				
		1	LS	\$7,000.00	\$7,000.00
6	Mobilization and Demobilization, 50% for Mobilization, 50% for Demobilization, per Lump Sum.				
		1	LS	\$37,500.00	\$37,500.00

Total: \$380,500.00



**Date:** 12/20/2022

**Agenda Item #:** 4. F. **Department:** Finance

Strategic Goal: Maintain operational integrity and viability

Staff Contact: Kelly Wilson, Chief Financial Officer

#### **AGENDA ITEM:**

Consider Action to Approve Resolution No. 1220202201 Approving an Amendment to the Town's Investment Policy; Authorized Broker/Dealers; Recording the Annual Review; and an Effective Date.

# **DESCRIPTION:**

Little Elm Council approved the Investment Policies on December 7, 2021, as required and cited as Section 2256.005(e) of the Texas Government Code that requires the governing body to review its investment policy and investment strategies not less than annually; and make changes as they deem appropriate. Staff is requesting your annual review and approval of the investment policy with an effective date from the date of this passage as provided by law.

#### **BUDGET IMPACT:**

There is no budget impact for this item.

#### RECOMMENDED ACTION:

Staff recommends approval.

#### **Attachments**

Resolution No. 1220202201

TOLE Investment Policy, Dated December 20, 2022

Appendix D - Government Code Chapter 2256, Public Funds Investment

## **RESOLUTION NO 1220202201**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, APPROVING AN AMENDMENT TO THE TOWN'S INVESTMENT POLICY; AUTHORIZED BROKER/DEALERS; RECORDING THE ANNUAL REVIEW; AND AN EFFECTIVE DATE.

**WHEREAS**, the Public Funds Investment Act, as amended, requires the Town to adopt an investment policy by rule, order, or resolution; and

**WHEREAS**, the attached Investment Policy has been amended to comply with the Public Funds Investment Act, as amended, and authorizes the investment of Town funds in safe and prudent investments.

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

**SECTION 1.** The Council of the Town of Little Elm, Texas approves the revised investment policy, investment strategy and authorized broker/dealers.

**SECTION 2.** The Council of the Town of Little Elm, Texas has performed an annual review of the investment policy and adopts its statements in the minutes recording that review.

**SECTION 3.** This resolution shall take effect immediately upon passage.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, on the 20th day of December 2022.

APF	PROVED:
	Curtis J. Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	



## **INVESTMENT POLICY**

#### OF

# TOWN OF LITTLE ELM, TEXAS

LITTLE ELM COMMUNITY DEVELOPMENT CORPORATION
HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT
LITTLE ELM TAX INCREMENT REINVESTMENT ZONE #3
LITTLE ELM TAX INCREMENT REINVESTMENT ZONE #4
LITTLE ELM TAX INCREMENT REINVESTMENT ZONE #5
LITTLE ELM TAX INCREMENT REINVESTMENT ZONE #6
VALENCIA ON THE LAKE PUBLIC IMROVEMENT DISTRICT
VALENCIA ON THE LAKE PUBLIC IMROVEMENT DISTRICT #2
RUDMAN TRACT PUBLIC IMPROVEMENT DISTRICT #2
LAKESIDE ESTATES PUBLIC IMPROVEMENT DISTRICT #2
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT #2
SPIRITAS EAST PUBLIC IMPROVEMENT DISTRICT

#### **PREFACE**

It is the policy of the Town of Little Elm that all available funds within its control shall be invested in conformance with these legal and administrative guidelines.

Effective cash management is recognized as essential to good fiscal management. A comprehensive and effective cash management system will be pursued to optimize investment interest as viable and material revenue to all operating and capital funds. The Town's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

Earnings from investments will be used in a manner that will best serve the interests of the Town.

# Section 1. Scope.

The Public Funds Investment Act ("PFIA"), Chapter 2256, Texas Government Code, prescribes that each local government is to adopt rules governing its investment practices and to define the authority of the investment officers. This Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of funds of the Town of Little Elm, Texas, the Little Elm Community Development Corporation, the Highway 380 Municipal Management District, the Little Elm Tax Increment Reinvestment Zone #3, the Little Elm Tax Increment Reinvestment Zone #5, the Little Elm Tax Increment Reinvestment Zone #5, the Little Elm Tax Increment Reinvestment District, the Valencia on the Lake Public Improvement District, the Valencia on the Lake Public Improvement District, the Hillstone Point Public Improvement District #2, the Lakeside Estates Public Improvement District #2, Spiritas Ranch Public Improvement District, and Spiritas East Public Improvement District (sometimes collectively referred to as the "Entities" or separately as an "Entity").

This Policy shall apply to the investment and management of all funds of the Entities under their respective control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict.

In order to make effective use of the resources of the Entities, the respective monies of each Entity may be pooled for investment purposes as long as detailed accounting records reflect each Entity's stake, except for those monies required to be accounted for separately as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment shall be distributed in accordance with generally acceptable accounting procedures.

The following general fund groups will be utilized to consolidate investment objectives and strategies:

- Operating
- Capital Improvement
- Fiduciary

The Entities may invest specific fund balances or pool together for investment purposes, or a combination of both, as appropriate.

# Section 2. Objectives.

The Entities' principal investment objectives in order of priority are:

- 1. Preservation of capital and the protection of investment principal.
- 2. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows.
- 3. Conformance with all Federal regulations, State of Texas statutes and other legal requirements, including the Town Charter, Town Ordinances, Articles of Incorporation, and this Policy.
- 4. Diversification to avoid incurring unreasonable risks regarding investments owned.
- 5. Attainment of a market rate of return which is commensurate with the acceptable risk and liquidity objectives of this Policy.

# Section 3. <u>Delegation of Authority</u>.

The Town Council and Boards of Directors of the Districts or Corporations appoint the Town's Chief Financial Officer ("CFO"), Assistant Finance Director, and Controller as the "Investment Officers" of the Entities. Direct management responsibility for the investment program of each Entity is delegated by the Town Council and Boards of Directors to the Investment Officers. The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time, and this Policy.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town and the Corporations. In these procedures, the CFO may delegate specific portions of the investment management program. Such delegation shall state specifically the functions such person is authorized to perform.

The CFO shall obtain and maintain, at the expense of the respective Entity, fidelity bonds for the Investment Officers. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Entities shall be maintained by the CFO.

At the discretion of the respective Entity, and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Entities pursuant to this Policy, the

authority of such person shall be revoked and such revocation of authority shall be immediately communicated orally and in writing to each and every depository, broker/dealer, investment pool, investment advisor, custodian, and other agency or entity with whom the respective Entity has any existing or continuing relationship in the management of its investments.

In order to ensure qualified and capable investment management, the Investment Officers shall, within 12 months after taking office or assuming duties, attend at least one training session from an independent source approved in this Policy that addresses investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA, and accumulate at least ten (10) hours of instruction. Additionally, the Investment Officers shall complete not less than eight (8) hours of training every two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, addressing the aforementioned topics. The Government Finance Officers Association of Texas (GFOAT), Government Treasurers' Organization of Texas (GTOT), Texas Municipal League (TML), University of North Texas (UNT), North Central Texas Council of Governments (NCTCOG), American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA) are approved independent training sources.

## Section 4. Investment Advisors.

The Town may, at the recommendation of the CFO, select one or more Investment Advisor(s) to assist the Investment Officers in the management of the Entities' funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate knowledge of and experience in the management of public funds. A selected Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Policy and without any discretionary authority to transact business on behalf of the Entities. The terms and conditions of any Investment Advisor contract shall comply with the PFIA. A contract with an Investment Advisor may not be for a term longer than two years and any contract, renewal, or extension must be approved by the Town Council.

## Section 5. Standard of Care.

The standard of care for the Entities' respective investments shall be that such investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Investment Officers and any others involved in the investment process shall recognize that the investment activities of the Entities are a matter of public record.

An Investment Officer, acting in accordance with written procedures and exercising due diligence and the proper standard of care, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided that this Policy and the Investment Officer's procedures were followed. In determining whether the Investment Officer exercised a proper standard of care, all investments over which the Officer had responsibility will be considered rather than a single investment, and whether the investment decision was consistent with this Policy, as applicable.

## Section 6. Authorized Investments.

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures, or not outlined as authorized investments under Section 2256.009 of the Public Funds Investment Act, the following are the only permitted investments for the Entities' funds:

- A. Direct obligations of the United States government including, but not limited to, U. S. Treasury Bills, U. S. Treasury Notes, U. S. Treasury Bonds, and U. S. Treasury STRIPS.
- B. Debentures, discount notes or other obligations, guaranteed by, or for which the credit of any federal agency and instrumentality is pledged for payment including, but not limited to, Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Agricultural Mortgage Corporation (FRMAC), Federal Deposit Insurance Corporation (FDIC), and Federal Home Loan Mortgage Corporation (FHLMC). Principal-only and interest-only mortgage backed securities are expressly prohibited.
- C. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government. Principal-only and interest-only mortgage backed securities are expressly prohibited.
- D. Certificates of deposit and other evidences of deposit at a financial institution that has its main office or a branch office in Texas and a) is guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or other federally sponsored deposit insurance corporation, or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the Entities, or c) is placed through a broker or depository institution that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- E. Repurchase agreements structured in compliance with the PFIA with an executed master repurchase agreement, collateralized at a minimum market value of one hundred two (102) percent of the dollar value of the transaction plus accrued interest. A flexible repurchase agreement that allows for withdrawals as needed to fund project expenditures may be utilized for capital improvement projects funded by bond proceeds.

The Town will not enter into repurchase agreements that would result in a reverse repurchase position for the Town.

- F. Money Market Mutual Funds meeting each of the following criteria:
  - (1) Regulated by the Securities and Exchange Commission;
  - (2) No commission fee shall be charged on purchases or sales of shares (i.e. "no-load" fund);
  - (3) Have an objective of maintaining a constant daily net asset value of \$1.0000 per share:

- (4) Limit assets of the fund to those described as "government" securities; and
- (5) Maintain a rating of AAAm or the equivalent by a nationally recognized rating agency.
- G. State and local government investment pools that are organized under and meet the requirements of the PFIA, have been specifically approved by the CFO, and have been authorized by the Town Council and Boards of Directors, as the case may be.
- H. Direct obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent.

# Section 7. Other Investment Guidelines.

The Entities seek active management of their respective portfolio assets. In the effort of meeting the objectives of this Policy, the Entities, as applicable, may from time to time sell investments that they own in order to better position its portfolio assets. Sales of investments prior to maturity shall be documented and approved by the CFO before such a transaction is consummated.

Each security investment transaction must be based upon competitive quotations received from broker/dealers who have been approved by the Town. At least three providers must be contacted in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three quotes for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstances must be included with the transaction quote/bid sheet.

The purchase and sale of all securities shall be on a delivery versus payment basis. In this manner, the Entities will always have possession of either its securities or its monies.

The Entities are not required to liquidate investments that were authorized at the time of purchase. However, an investment that requires a minimum credit rating does not qualify as an Authorized Investment during the period the investment does not have the minimum credit rating. The Investment Officers shall monitor the rating of each issuer, as applicable, at least quarterly, and take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the required minimum rating.

## Section 8. Portfolio Maturities.

Maturities shall be selected which provide for both stability of income and reasonable liquidity. The maximum stated maturity of any non-bond proceed investment is five (5) years. An investment's "average life" does not constitute a stated maturity. The weighted average maturity of all non-bond proceed investments shall not exceed two (2) years based on the stated maturity date of the investment.

In the case of callable securities, the Investment Officer shall additionally calculate a weighted average call date. However, at all times the stated final maturity shall be used in portfolio weighted average maturity calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be limited to the shorter of the anticipated draw schedule or "temporary period" as defined by the Internal Revenue Service. Additionally, bond proceeds may be invested in a singular repurchase agreement, if reductions are allowed from the agreement without penalty for legitimate bond proceed expenditures and the final maturity is within the "temporary period" (this arrangement is commonly referred to as a "flexible repurchase agreement").

# Section 9. <u>Investment Allocation Limits.</u>

It is the Policy of the Entities to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of investments. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the investment market.

The Investment Officers shall evaluate how each investment purchased fits into the Entities' overall investment strategies (see Section 15 - Investment Strategy Statement).

## Section 10. Broker/Dealers and Other Providers.

The Town shall maintain a list of broker/dealers which have been approved by the Town Council. Securities and other investments, where applicable, may only be purchased for the Entities from those authorized broker/dealers.

The Investment Officers shall review each broker/dealer approved under this Section, and at least annually the Town Council shall re-approve the applicable list.

Broker/dealers, investment pools, and other financial institutions will be selected by the Investment Officers on the basis of their financial stability, expertise in cash management, and their ability to service the Town's and Corporations' account. Each broker/dealer, investment pool, or financial institution shall be required to submit to the Entities (as applicable) information as requested by the Investment Officers. The Investment Officers shall maintain a file which includes the most recent information submitted by each firm.

All local government investment pools and discretionary investment management firms (defined by the PFIA as "business organizations") eligible to transact investment business with the Entities shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the Entities shall execute a written instrument substantially to the effect that it has:

- 1) a completed Broker/Dealer Questionnaire (Appendix B) that provides information regarding creditworthiness, experience and reputation; and
- a certification stating the firm has received, reviewed, understand and agrees to comply with the Town's investment policy. This certification also acknowledges that the business organization has implemented reasonable procedures and control in an effort to preclude investment transactions conducted between the Town and the organization that are not authorized by the Town's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Entities' entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of

the Entities that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority; and

- 3) provide an audited financial statement for the most recent period; and
- 4) proof of Financial Industry Regulatory Authority (FINRA) registration; and
- 5) proof of current registration with the State of Texas Securities Commission.

The Entities shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

## Section 11. Selection of Depositories.

To be eligible for receipt of Entity deposits, financial institutions must be a member of the FDIC, or other federally sponsored deposit insurance corporation, and meet the minimum standards established by the Investment Officers. Financial institutions failing to meet the minimum criteria or, in the judgment of the Investment Officers, no longer offering adequate safety for the Entities will be removed from consideration.

Consistent with the requirements of State law, the Entities require all financial institution deposits to be federally insured or collateralized with marketable securities, irrevocable letters of credit, or in any other manner allowed by State law, if the amount of deposit exceeds federal insurance levels. Financial institutions serving as depositories will be required to sign a Depository Agreement with the Entities. The custodial portion of the Depository Agreement shall define the Entities' rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations; including:

- A. the Agreement must be in writing;
- B. the Agreement has to be executed by the Depository and the Entities contemporaneously with the acquisition of the asset;
- C. the Agreement must be approved by the board of directors or the designated committee of the Depository and a copy of the meeting minutes must be delivered to the Investment Officers:
- D. the Agreement must be continuously, from the time of execution, an official record of the Depository.

Eligible collateral for financial institution deposits shall include all items allowable with the PFIA, Public Funds Collateral Act, and Chapter 105 of the Local Government Code, subject to prior approval and at the sole discretion of the Investment Officers. Collateralization for all uninsured collected balances, plus accrued interest, if any.

## Section 12. Safekeeping and Custody.

Investment securities purchased for the Entities shall be held in third-party safekeeping, and all pledged collateral shall be delivered to an independent third-party custodian prior to deposit. Each of the Entities may designate safekeeping or custodian bank(s). With the exception of federally insured deposits, in no event will the Entities' custodial or safekeeping institution also be counterparty (broker/dealer) to the purchase or sale of those securities or pledging of that collateral. The Entities shall execute a written agreement with each bank prior to utilizing the custodian or safekeeping services. The agreement must provide that the safekeeping or custodian bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a safekeeping receipt to the Entities showing the receipt and the identification of the security, as well as the Entities' perfected interest. The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be delivered to the Investment Officers.

Only institutions eligible under the Public Funds Collateral Act may be utilized as a custodian of securities pledged to secure financial institution deposits.

An Investment Officer must approve release of securities held as collateral, in writing, prior to their removal from the custodial account. A facsimile or email of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission, and an exact copy of the document is retained in the Entities' files.

# Section 13. <u>Recordkeeping and Reporting.</u>

A record shall be maintained of all bids and offerings for investment transactions in order to ensure that the Entities receive competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the counterparty to the transaction, the date, a description of the transaction, and a brief statement of the reason(s) for the transaction.

Each depository institution of the Entities' funds shall maintain separate, accurate, and complete records relating to all deposits, the securities pledged to secure such deposits, and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Entities, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. Each depository and custodian shall agree to make all the records described in this paragraph available to the Entities and their auditors at any reasonable time.

At least once each quarter, the Investment Officers shall verify that all securities owned by or pledged to the Entities are held in safekeeping in the safekeeping or custodial bank(s) with proper documentation. In conjunction with the annual audit, the Entities' respective investment program, including the records of safekeeping, custodian, and depository banks, shall be reviewed by the independent auditor. This annual audit shall include a compliance audit of the management and internal controls on investments and adherence to this Policy.

An investment report shall be prepared in compliance with the PFIA at least quarterly by the Investment Officers that:

a) describes in detail the investment position of the Entities,

- b) states the reporting period beginning book and market values, and ending book and market values for the period of each pooled fund group,
- c) states the reporting period ending book and market value for each investment by asset type and fund type,
- d) states the maturity date of each investment,
- e) states the fund for which each investment was purchased,
- f) states the compliance of the investment portfolio with this Policy and the PFIA,
- g) summarizes quarterly transactions, including a detailed list of the gains and losses recognized, and
- h) explains the investment return during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

Market Value of the investment portfolio will be calculated quarterly. Pricing information will come from FNC, Bloomberg, IDC, or any other source deemed reliable by the CFO. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

This report will be prepared and signed by all of the Entities' Investment Officers and provided to the Town Council and Boards of Directors. In conjunction with the annual audit, these reports shall be annually reviewed by the independent auditor, and the result of that review shall be presented to the Town Council and Boards of Directors, as the case may be.

The Investment Officers shall determine market value of securities owned or pledged as collateral based on sources independent from the transaction.

All contracted Investment Advisors shall prepare reports as requested by the Investment Officers.

# Section 14. Ethics and Conflicts of Interest.

Investment Officers and employees of the Entities involved in the investment process shall refrain from personal business activity that involves any of the Entities' approved custodians, depositories, broker/dealers, or investment advisors, and shall refrain from investing in any security issue held by the Entities. Investment Officers and employees of the Entities involved in the investment process shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Entities' business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Entities, particularly with regard to the timing of purchases and sales, and shall keep confidential all investment advice obtained on behalf of the Entities and all transactions contemplated and completed by the Entities, except when disclosure is required by law.

All Investment Officers shall file with the Texas Ethics Commission, the Town Council, and the Boards of Directors a statement disclosing any personal business relationship with any business organization

seeking to sell investments to the Entities or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Entities.

# Section 15. <u>Investment Strategy Statement.</u>

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

# a. Operating Funds

Suitability - Any investment eligible in this Policy is suitable for the Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Operating Fund portfolio to less than two (2) years and restricting the maximum allowable maturity to five (5) years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the Entities. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average and final maturity, and avoidance of over-concentration of specific instruments.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio shall be the minimum yield objective.

The Town's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

## b. Capital Improvement Funds

Suitability - Any investment eligible in this Policy is suitable for Capital Improvement Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing Capital Improvement Fund's portfolio

to not exceed the anticipated expenditure schedule and restricting the maximum allowable maturity to the I.R.S. "temporary period", the market risk of the overall portfolio will be minimized.

Liquidity - The funds used for capital improvement programs have reasonably predictable draw down schedules, therefore investment maturities shall generally follow the anticipated cash flow requirements. Short-term financial institution deposits, investment pools, and money market mutual funds provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request; this investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and Capital Improvement Funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the Entities are best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any Entities' funds.

Yield - Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds for construction and capital project funds will target an equally weighted, rolling six-month Treasury Bill portfolio as the minimum yield objective.

## c. Fiduciary Funds

Suitability - Any investment eligible in this Policy is suitable for the Fiduciary Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will however occur. By managing the weighted average days to maturity for the Fiduciary Fund portfolio to less than nine (9) months and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Fiduciary Fund requires short-term liquidity. Short-term financial institution deposits, investment pools, and money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Investments with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement.

Diversification - Investment maturities shall be staggered throughout the budget and cash flow cycle to provide cash flow based on the anticipated operating needs of the Entities. Market cycle risk may be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio shall be the minimum yield objective.

# Section 16. <u>Policy Revisions</u>.

This Policy will be reviewed at least annually by the Investment Officers, the Town Council, and Boards of Directors and may be amended as conditions warrant by the Town Council and Boards of Directors. Each Entity shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Investment Policy or investment strategies

# Section 17. Effective Date.

This Policy shall become effective from and after its date of passage as provided by law.

# Appendix A

# **Authorized Broker/Dealers**

Farmers Bank & Trust
FHN Financial Capital Markets
FNC Financial Northeastern Securities, Inc.
Hilltop Securities, Inc.
Multi-Bank Securities, Inc.
Oppenheimer & Co. Inc.

Appendix D

#### GOVERNMENT CODE

## TITLE 10. GENERAL GOVERNMENT

#### SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

#### CHAPTER 2256. PUBLIC FUNDS INVESTMENT

#### SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

- (1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.
- (2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.
- (3) "Funds" means public funds in the custody of a state agency or local government that:
- (A) are not required by law to be deposited in the state treasury; and
  - (B) the investing entity has authority to invest.
- (4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.
- (5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.
- (6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:
  - (A) preservation and safety of principal;
  - (B) liquidity; and
  - (C) yield.
- (7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.
- (8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

- (9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.
- (10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:
- (A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- (B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;
- (C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or
- (D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.
  - (11) "School district" means a public school district.
- (12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.
- (13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.
- (b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered

under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;
- (3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or
- (6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.
- (b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

- (b) The investment policies must:
  - (1) be written;
  - (2) primarily emphasize safety of principal and liquidity;
- (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

- (4) include:
- (A) a list of the types of authorized investments in which the investing entity's funds may be invested;
- (B) the maximum allowable stated maturity of any individual investment owned by the entity;
- (C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;
- (D) methods to monitor the market price of investments acquired with public funds;
- (E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
- (F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.
- (c) The investment policies may provide that bids for certificates of deposit be solicited:
  - (1) orally;
  - (2) in writing;
  - (3) electronically; or
  - (4) in any combination of those methods.
- (d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:
- (1) understanding of the suitability of the investment to the financial requirements of the entity;
  - (2) preservation and safety of principal;
  - (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
  - (5) diversification of the investment portfolio; and
  - (6) vield.
- (e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.
- (f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing

entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

- (h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.
- (i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:
- (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.
- (j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.
- (k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (1), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:
  - (1) received and reviewed the investment policy of the entity; and
- (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:
- (A) is dependent on an analysis of the makeup of the entity's entire portfolio;
  - (B) requires an interpretation of subjective investment standards; or
- (C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.
- (1) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).
- (m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.
- (n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a

review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 1, eff. June 17, 2011. Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. 1701), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.
- (b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:
- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS.

(a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

- (b) The Texas Higher Education Coordinating Board shall provide the training under this section.
- (c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.
- (d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 2, eff. June 17, 2011.

- Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS. (a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:
- (1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and
- (2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.
- (a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by

a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

- (b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.
- (b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:
- (1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or
- (2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.
- (c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.
- (d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.
- (e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.
- (f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:
- (1) does not invest municipal or housing authority funds, as applicable; or
  - (2) only deposits those funds in:
    - (A) interest-bearing deposit accounts; or
    - (B) certificates of deposit as authorized by Section 2256.010.
- (g) Subsection (a-1) does not apply to the treasurer, chief financial officer, or investment officer of a school district if:

- (1) the district:
  - (A) does not invest district funds; or
  - (B) only deposits those funds in:
    - (i) interest-bearing deposit accounts; or
    - (ii) certificates of deposit as authorized by Section 2256.010;

and

(2) the treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under Subdivision (1) that apply to the district.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

# Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 3, eff. June 17, 2011. Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. 1148), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. 870), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 477 (H.B. 293), Sec. 1, eff. June 7, 2019.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

- (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
  - (6) bonds issued, assumed, or guaranteed by the State of Israel;
  - (7) interest-bearing banking deposits that are guaranteed or insured by:
    - (A) the Federal Deposit Insurance Corporation or its successor; or
- (B) the National Credit Union Share Insurance Fund or its successor; and
- (8) interest-bearing banking deposits other than those described by Subdivision (7) if:
  - (A) the funds invested in the banking deposits are invested through:
- (i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or
- (ii) a depository institution with a main office or branch office in this state that the investing entity selects;
- (B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;
- (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
- (D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:
- (i) the depository institution selected as described by Paragraph (A);
  - (ii) an entity described by Section 2257.041(d); or
- (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).
  - (b) The following are not authorized investments under this section:
- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- $\,$  (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
- Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

#### Amended by:

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Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 4, eff. June 17, 2011. Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 2, eff. June 14, 2017. Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. 2647), Sec. 1, eff. June 15, 2017. Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 1, eff. September 1, 2017.
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- Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:
- (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- (2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or
- (3) secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the investing entity.
- (b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:
  - (1) the funds are invested by an investing entity through:
- (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
- (B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

#### Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. 256), Sec. 1, eff. September 1, 2005.
Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 5, eff. June 17, 2011.
Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204;
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.
- (b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.
- (c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
- (d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.
- (e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 6, eff. June 17, 2011. Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 3, eff. June 14, 2017. Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 1, eff. September 1, 2019.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

- (b) To qualify as an authorized investment under this subchapter:
- (1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;
  - (2) a loan made under the program must allow for termination at any time;
  - (3) a loan made under the program must be secured by:
    - (A) pledged securities described by Section 2256.009;
    - (B) pledged irrevocable letters of credit issued by a bank that is:
- (i) organized and existing under the laws of the United States or any other state; and
- (ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - (C) cash invested in accordance with Section:
    - (i) 2256.009;
    - (ii) 2256.013;
    - (iii) 2256.014; or
    - (iv) 2256.016;
- (4) the terms of a loan made under the program must require that the securities being held as collateral be:
  - (A) pledged to the investing entity;
  - (B) held in the investing entity's name; and
- (C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;
  - (5) a loan made under the program must be placed through:
- (A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or
  - (B) a financial institution doing business in this state; and
- (6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

- (1) has a stated maturity of 270 days or fewer from the date of its issuance:
- (2) will be, in accordance with its terms, liquidated in full at maturity;
- (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and
- (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank

holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER. Commercial paper is an authorized investment under this subchapter if the commercial paper:

- (1) has a stated maturity of 365 days or fewer from the date of its issuance; and
- (2) is rated not less than A-1 or P-1 or an equivalent rating by at least:
  - (A) two nationally recognized credit rating agencies; or
- (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 2, eff. September 1, 2019.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

- (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:
- (1) is registered with and regulated by the Securities and Exchange Commission;
- (2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and
- (3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).
- (b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:
  - (1) is registered with the Securities and Exchange Commission;
  - (2) has an average weighted maturity of less than two years; and
  - (3) either:
- (A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or
- (B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
  - (c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.
- (b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.
  - (c) To be eligible as an authorized investment:
- (1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- (2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- (3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- (4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
- (5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.
- (d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

- (b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:
  - (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
  - (4) the objectives of the pool;
  - (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
  - (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
  - (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
  - (13) the pool's policy regarding holding deposits in cash.
- (c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
- (A) the types and percentage breakdown of securities in which the pool is invested;
- (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
- (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
- (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - (E) the size of the pool;
  - (F) the number of participants in the pool;
  - (G) the custodian bank that is safekeeping the assets of the pool;
- (H) a listing of daily transaction activity of the entity participating in the pool;
- (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
  - (J) the portfolio managers of the pool; and
  - (K) any changes or addenda to the offering circular.
- (d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- (e) In this section, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
- (f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter:
- (1) a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily; and
  - (2) if the investment pool uses amortized cost:
- (A) the investment pool must, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places;
- (B) the governing body of the investment pool must, if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005; and
- (C) the investment pool must, in addition to the requirements of its investment policy and any other forms of reporting, report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

- (g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:
- (1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
- (2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- (h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- (i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.
- (j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.
- (k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 7, eff. June 17, 2011. Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 6, eff. June 14, 2017. Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 3, eff. September 1, 2019.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter 2270, an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997. Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 8, eff. June 17, 2011.

- Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:
- (1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));
- (2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and
- (3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

- Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY. (a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.
- (b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.
- (c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.
- (d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar

contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. 495), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. 894), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. 2346), Sec. 1, eff. September 1, 2011.

- Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:
- (1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or
  - (2) is an unsecured debt obligation.
- (b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

- (c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.
- (d) An independent school district subject to this section is not authorized by this section to:
- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
- (2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.
- (e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:
- (1) amends its investment policy to authorize corporate bonds as an eligible investment;
  - (2) adopts procedures to provide for:
- (A) monitoring rating changes in corporate bonds acquired with public funds; and
  - (B) liquidating the investment in corporate bonds; and
  - (3) identifies the funds eligible to be invested in corporate bonds.
- (f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:
- (1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
- (2) changes the rating on the corporate bonds to a rating lower than "AA-  $\!\!\!$  or the equivalent.
- (g) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. 1543), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a) In this section:

- (1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.
- (2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.
- (b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. 1464), Sec. 1, eff. September 1, 2005.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS. (a) In this section:

- (1) "Eligible entity" means a political subdivision that has:
  - (A) a principal amount of at least \$250 million in:
    - (i) outstanding long-term indebtedness;
    - (ii) long-term indebtedness proposed to be issued; or
- (iii) a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
- (B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.
  - (2) "Eligible project" has the meaning assigned by Section 1371.001.
- (3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.
- (b) This section prevails to the extent of any conflict between this section and:
  - (1) another law; or
  - (2) an eligible entity's municipal charter, if applicable.
- (c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.
- (d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

- (e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
- (f) Section 1371.059(c) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.
- (g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.
- (h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:
  - (1) an operation and maintenance expense of the eligible entity;
  - (2) an acquisition expense of the eligible entity;
  - (3) a project cost of an eligible project; or
  - (4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Sec. 2256.0207. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Redesignated from Government Code, Section 2256.0206 by Acts 2019, 86th Leg., R.S., Ch. 467 (H.B. 4170), Sec. 21.001(34), eff. September 1, 2019.

Sec. 2256.0208. LOCAL GOVERNMENT INVESTMENT OF BOND PROCEEDS AND PLEDGED REVENUE. (a) In this section, "pledged revenue" means money pledged to the payment of or as security for:

- (1) bonds or other indebtedness issued by a local government;
- (2) obligations under a lease, installment sale, or other agreement of a local government; or
- (3) certificates of participation in a debt or obligation described by Subdivision (1) or (2).
- (b) The investment officer of a local government may invest bond proceeds or pledged revenue only to the extent permitted by this chapter, in accordance with:

- (1) statutory provisions governing the debt issuance or the agreement, as applicable; and
- (2) the local government's investment policy regarding the debt issuance or the agreement, as applicable.

Added by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 4, eff. September 1, 2019.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

- (b) The report must:
- (1) describe in detail the investment position of the entity on the date of the report;
  - (2) be prepared jointly by all investment officers of the entity;
  - (3) be signed by each investment officer of the entity;
- (4) contain a summary statement of each pooled fund group that states the:
  - (A) beginning market value for the reporting period;
  - (B) ending market value for the period; and
  - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;

- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
- (A) the investment strategy expressed in the agency's or local government's investment policy; and
  - (B) relevant provisions of this chapter.
- (c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.
- (d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section 2256.017, this subchapter does not:

- (1) prohibit an investment specifically authorized by other law; or
- (2) authorize an investment specifically prohibited by other law.
- (b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.
- (c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:
- (1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;
  - (2) an entity created under Chapter 392, Local Government Code; or
  - (3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the

entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

## SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.



**Date:** 12/20/2022

**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 a **Development Escrow Agreement between the Town of Little Elm and MM Northlake Phase 2-3, LLC regarding the Northlake Estates Phase 3 Subdivision.** 

## **DESCRIPTION:**

The Northlake Estates Phase 3 Subdivision consists of 328 residential lots and is located near South Paloma Creek Blvd, approximately 1.6 miles south of US 380. The project is currently under construction and nearing completion.

The Town's Subdivision Ordinance requires development projects to record a final plat that establishes the legal property boundaries of each residential lot within the subdivision, prior to receiving building permits. The final plat is typically not authorized for recording until all infrastructure has been installed and accepted by the Town. The Subdivision Ordinance does allow an alternative to this process if the developer agrees to provide a suitable financial assurance that the remaining improvements will be completed.

The developer (MM Northlake Phase 2-3, LLC) has requested an agreement in order to authorize the recording of the final plat prior to the final completion of the public infrastructure. This agreement requires the developer to contribute funding to an escrow account that may be utilized by the Town if the developer fails to complete the remaining improvements. In general, these improvements include the installation of concrete sidewalks, street signs, and erosion control measures. The agreement also provides language restricting the issuance of certificates of occupancies for residential homes until the improvements are completed. Should the developer fail to complete the improvements in a timely manner, the Town would have the right access the escrow funding necessary to complete the improvements.

# **BUDGET IMPACT:**

There is no cost for this item. The developer is required to reimburse the Town for administrative and legal review costs upon execution of the agreement.

# **RECOMMENDED ACTION:**

Staff recommends approval.

# **Attachments**

**Proposed Agreement** 

# **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "<u>Agreement</u>") is executed as of \_\_\_\_\_\_\_\_, 2022 (the "<u>Effective Date</u>"), by and among SILVER STAR TITLE, L.L.C., a Texas limited liability company (d/b/a Sendera Title) ("<u>Escrow Agent</u>"), MM NORTHLAKE PHASE 2-3, LLC (" <u>MM Northlake</u>"), and THE TOWN OF LITTLE ELM ("<u>Little Elm</u>" or the "<u>Town</u>"). MM Northlake, Little Elm, and Escrow Agent are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "Parties".

# **RECITALS**

- A. MM Northlake in the owner of that certain property and development located on approximately \_\_\_ acres of land, more or less, situated in the Town of Little Elm, Denton County, Texas, as more particularly described on <u>Exhibit "A"</u> attached hereto and incorporated herein (the "<u>Property</u>");
- B. MM Northlake plans to construct and complete certain work and develop the Property into single-family residential lots (the "**Improvements**");
- C. The Parties desire to enter into this Agreement for the purpose of outlining the terms and conditions for MM Northlake to receive Town acceptance and execution of the Final Plat before completion of the Improvements in exchange for escrowing certain funds;
- D. In exchange for the Town granting acceptance to MM Northlake's Phase 3 development, MM Northlake is obligated to contribute \$237,233.76 (the "Escrow Funds"), as more particularly shown on Exhibit "C" attached hereto and incorporated herein, and which Escrow Funds are to be deposited with, and held and disbursed by Escrow Agent, in accordance with the terms and conditions hereof; and
- E. Escrow Agent is willing to serve as escrow agent on the terms and conditions provided in this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1. <u>Appointment of Escrow Agent</u>. MM Northlake and Little Elm hereby appoint Escrow Agent as their agent and custodian to hold, invest and disburse the Escrow Funds and any earnings and interest thereon in accordance with the terms of this Agreement.
- 2. <u>Town Acceptance</u>. In consideration for depositing the Escrow Funds under the terms of this Agreement, within five (5) days after Council acceptance, which is set for December 20, 2022, Little Elm shall accept and, if determined to be in compliance with the Town's regulations and requirements, approve and consent to MM Northlake's phase 3 development in the project known as "Northlake Estates," including, but not limited to, the Town's execution of the Final Plat, which are currently being reviewed by Little Elm and/or its agents, employees, departments, agencies, or professionals.
- 3. <u>Plans and Specifications</u>. MM Northlake shall deliver to Little Elm the plans and specifications for the Improvements as approved by the Little Elm on or before ten (10) days prior to the commencement of construction of the Improvements, which such plans and specifications must be consistent in all material respects with <u>Exhibit "B"</u> (such approved plans being referred to as the "<u>Plans</u>").

- 4. **Delivery of Funds to Escrow Agent**. Within five (5) days after execution of this Agreement, MM Northlake shall deliver the Escrow Funds, in immediately available funds, to Escrow Agent. Upon receipt of the Escrow Funds, Escrow Agent shall hold the Escrow Funds on behalf of MM Northlake and Little Elm under the terms of this Agreement and disburse the Escrow Funds in accordance with Section 9. Escrow Agent will notify MM Northlake and Little Elm of the Escrow Account (as hereinafter defined) into which the Escrow Funds shall be deposited by Escrow Agent. In the event MM Northlake fails to deliver the Escrow Funds as required pursuant to this Section, Little Elm shall be entitled to pursue any and all remedies available to it at law or in equity, including, without limitation, (i) commencing an action for specific performance of this obligation; and/or (ii) commencing an action for damages.
- 5. <u>Investment of Escrow Funds</u>. Escrow Agent shall hold and maintain all cash funds comprising the Escrow Funds in an FDIC-insured deposit account (the "<u>Escrow Account</u>") established and maintained by Escrow Agent. All earnings and interest from the Escrow Funds deposited in the Escrow Account shall also constitute Escrow Funds.
- Construction of Improvements. MM Northlake shall, at MM Northlake's sole cost and expense (subject to withdrawals and disbursements of the Escrow Funds as provided hereunder), construct the Improvements in accordance with the Plans and in compliance with all applicable laws and any requirements of Little Elm. The Improvements shall be completed on or before the issuance of the first certificate of occupancy within the Property and MM Northlake's procurement of all necessary permits to construct the Improvements. Notwithstanding anything herein to the contrary, MM Northlake agrees that the Town shall have the right to withhold building permits if, and only if, MM Northlake fails to deliver the Escrow Funds pursuant to the terms and conditions of this Agreement. In the event MM Northlake fails to complete the Improvements when required by this Section 6, then Little Elm, or its successors and assigns, may, but shall not be obligated to, takeover construction of the Improvements by written notice delivered to MM Northlake, in which event Little Elm shall have access to the Escrow Funds in accordance with Section 9 herein to construct the Improvements. For purposes of this Agreement, the Improvements shall be deemed completed when (i) the engineer (the "Project Engineer") who has prepared the final approved Plans has issued a certificate to MM Northlake and Little Elm stating that the Improvements have been completed in accordance with the Plans, (ii) MM Northlake has delivered to Little Elm a final, unconditional lien waiver from all contractors performing any work or providing materials in connection with the Improvements, and (iii) the Improvements have been inspected and deemed complete by Little Elm. Upon completion of the Improvements, any remaining Escrow Funds shall be immediately released to MM Northlake.
- 7. <u>Additional Funds</u>. In the event that the cost to construct the Improvements should exceed the Escrow Funds, then MM Northlake shall be responsible for funding in a timely manner 100% of any and all additional amounts necessary to complete the Improvements.

# 8. <u>Disbursement of Escrow Funds by Escrow Agent.</u>

- (a) The Escrow Agent agrees to disburse the Escrow Funds in accordance with the provisions of Section 9(b) below upon the written request of MM Northlake to reimburse MM Northlake for costs associated with the construction of the Improvements.
- (b) Escrow Agent is hereby authorized and instructed to deliver sums out of the Escrow Funds from time to time to MM Northlake, to pay the construction costs incurred in accordance with the following procedure:

- (i) MM Northlake shall deliver to Escrow Agent and Little Elm a withdrawal request ("<u>Draw Request</u>"), executed by MM Northlake, specifying the amount of the Escrow Funds requested. Within ten (10) days after Little Elm receives the Draw Request, Little Elm shall approve or object to the Draw Request, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, if Little Elm does not respond to the Draw Request within such ten-day period, Little Elm shall be deemed to have approved and consented to the Draw Request.
- (ii) As a condition to the release of any Escrow Funds to pay a Draw Request, MM Northlake shall deliver to Escrow Agent and Little Elm copies of the bills and statements and other supporting documentation for which payment is requested, including, without limitation, the following:
  - 1) An invoice for payment from each contractor having performed the construction work for which disbursement is sought, for the amount requested as the draw, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices for equipment rental, and stating the percentage of completion of the Improvements (including confirmation that the amount of Remaining Costs is less than the amount of the Escrow Funds, in compliance with the requirements of Section 9(a) above); and
  - 2) A certificate of the Project Engineer that all work is in compliance with all applicable laws, ordinances and regulations and completion of the work is in accordance with the Plans and requirements of the Town.
- (iii) Within two (2) business days after receipt of the above-referenced items by Escrow Agent and Little Elm, and Little Elm's approval of the Draw Request, Escrow Agent shall disburse to MM Northlake an amount of the Escrow Funds equal to the amount requested in the applicable Draw Request (or as otherwise amended pursuant to Little Elm's approval rights granted hereunder).
- (iv) Escrow Agent shall retain each original Draw Request and all supporting documentation for safekeeping until the final disbursement of the Escrow Funds after the completion of the Improvements, at which time Escrow Agent shall deliver such documents to Little Elm and MM Northlake.
- (c) In the event that MM Northlake defaults under its obligations to construct the improvements and Little Elm elects to undertake construction of all or any portion of the Improvements in accordance with Section 6, then (i) Little Elm shall have the same reimbursement rights and obligations as MM Northlake under this Section 9, and (ii) MM Northlake shall fully cooperate with Little Elm, including, without limitation, if requested by Little Elm assigning to Little Elm or otherwise enforcing all of MM Northlake's rights under any contractors entered into by MM Northlake in connection with the Improvements. Notwithstanding the foregoing, MM Northlakes's obligations under Section 6 herein shall continue despite Little Elm's election to complete construction as provided herein.
- 9. <u>Termination of Agreement</u>. This Agreement shall automatically terminate without any further action or notice by any Party upon the later of (i) three (3) months after completion of the

Improvements or (ii) the disbursement of the entire balance of the Escrow Funds in accordance with this Agreement. In addition, MM Northlake and Little Elm may terminate this Agreement by providing joint written notice thereof to Escrow Agent executed by MM Northlake and Little Elm, and which notice shall specify the joint instructions for the disbursement of the balance of the Escrow Funds then held by Escrow Agent.

- 10. <u>Duties of Escrow Agent</u>. Escrow Agent hereby accepts its obligations under this Agreement, and represents that it has the legal power and authority to enter into this Agreement and perform its obligations hereunder. Escrow Agent further agrees that the Escrow Funds held by Escrow Agent hereunder shall be segregated from all other property held by Escrow Agent and shall be identified as being held in connection with this Agreement. Escrow Agent agrees that its documents and records with respect to the transactions contemplated hereby will be available for examination by MM Northlake and Little Elm upon reasonable advance written notice and during Escrow Agent's normal business hours.
- 11. <u>Conditions to Responsibilities of Escrow Agent</u>. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions:
  - (a) The duties and obligations of Escrow Agent hereunder shall be purely ministerial, shall be determined solely by the express provisions of this Agreement, and Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement.
  - (b) Escrow Agent shall not be responsible for any failure or inability of MM Northlake or Little Elm to comply with any of the provisions of any other agreement to which they may be party (including, without limitation, the Development Agreement).
  - MM NORTHLAKE AND LITTLE ELM AGREE TO, JOINTLY AND (c) SEVERALLY, INDEMNIFY AND HOLD HARMLESS ESCROW AGENT, ITS OFFICERS, DIRECTORS. SHAREHOLDERS. EMPLOYEES. AGENTS. REPRESENTATIVES. SUCCESSORS AND ASSIGNS (INDIVIDUALLY "INDEMNIFIED PARTY" COLLECTIVELY, "<u>INDEMNIFIED PARTIES</u>") FROM ANY COSTS, DAMAGES, **EXPENSES** OR CLAIMS, **INCLUDING REASONABLE** ATTORNEYS' **FEES** (COLLECTIVELY, "EXPENSES"), WHICH ANY INDEMNIFIED PARTY MAY INCUR OR SUSTAIN AS A RESULT OF OR ARISING OUT OF THIS AGREEMENT OR THE DUTIES OF ANY INDEMNIFIED PARTY RELATING THERETO; PROVIDED, HOWEVER, MM NORTHLAKE AND LITTLE ELM SHALL NOT BE REQUIRED TO INDEMNIFY OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR ANY EXPENSES INCURRED OR SUSTAINED AS A RESULT OF OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE LOST PROFITS. TERMINATION OF THIS AGREEMENT.
  - (d) Escrow Agent shall be fully protected in acting on and relying upon any written notice (including, without limitation, any Draw Request), direction, request, waiver, consent, receipt or other paper or document which Escrow Agent in good faith believes to be genuine and to have been signed or presented by the proper Party or Parties.

- (e) Escrow Agent shall not incur any liability for its compliance with any legal process, subpoena, writ, order, judgment, or decree of any court reasonably believed by Escrow Agent to have competent jurisdiction and whether or not subsequently vacated, modified, set aside, or reversed after complying therewith.
- (f) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any good faith mistake, in fact or law, or for anything else which it may do or refrain from doing in good faith in connection herewith, except for Escrow Agent's own gross negligence or willful misconduct.
- (g) In the event of any dispute hereunder or in the event Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall have the right at any time (but shall not be obligated) to: (i) retain the Escrow Funds until Escrow Agent shall have received (A) a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Funds, together with a legal opinion by counsel for the presenting Party satisfactory to Escrow Agent to the effect that the order is final and non-appealable, in which case Escrow Agent shall disburse the Escrow Funds in accordance with such court order or (B) a written agreement without any conditions for disbursement executed by MM Northlake and Little Elm directing delivery of the Escrow Funds, in which case Escrow Agent shall disburse the Escrow Funds in accordance with such written agreement; or (ii) institute a bill of interpleader in a court of competent jurisdiction to determine the rights of MM Northlake and Little Elm, and thereafter Escrow Agent shall be absolved of any further duty or obligation hereunder with respect to the Escrow Funds.
- 12. **Escrow and Administrative Fee**. Concurrently with the execution of this Agreement, MM Northlake shall pay to Escrow Agent an amount equal to \$500.00 as compensation for the escrow services being rendered hereunder by Escrow Agent, and shall reimburse the Town for all legal costs and fees incurred in connection with this Agreement.
- Resignation of Escrow Agent; Appointment of Successor. Escrow Agent acting at any 13. time hereunder may resign at any time by giving thirty (30) days prior written notice of resignation to MM Northlake and Little Elm, such resignation to be effective upon the appointment of a successor Escrow Agent. In addition, Little Elm and MM Northlake may cause the removal of Escrow Agent at any time upon providing ten (10) days written notice executed by MM Northlake and Little Elm regarding the same. In either event MM Northlake and Little Elm shall appoint as successor Escrow Agent a bank or trust company satisfactory to them by a written instrument delivered to each of the retiring Escrow Agent and the successor Escrow Agent, and upon such appointment and its acceptance thereof, the successor Escrow Agent shall succeed to all the rights and obligations of the retiring Escrow Agent as of the effective date of resignation or removal as though it had been originally named herein, the retiring Escrow Agent shall be discharged from all duties and obligations thereafter arising or accruing hereunder after the date of such resignation or removal, and the retiring Escrow Agent shall duly transfer and deliver to the successor Escrow Agent the Escrow Funds then held by the retiring Escrow Agent hereunder. After any retiring Escrow Agent's resignation or removal hereunder, the provisions of this Agreement shall inure to its benefit as to any actions taken, omitted or suffered by it while it was the Escrow Agent hereunder.
- 14. <u>Controversy</u>. Should any controversy arise between or among Town and MM Northlake, or any other person, firm or entity, with respect to this Agreement or the Escrowed Funds, or Escrow Agent should be in doubt as to what action to take, the Parties agree to submit the dispute for resolution to a professional engineer, licensed in the State of Texas, mutually agreeable to the Parties (the "<u>Dispute Engineer</u>"). The findings of the Dispute Engineer shall be binding on the Parties.

15. <u>Notices</u>. All notices (including, without limitation, Draw Requests), requests, demands and other communications hereunder (collectively, "<u>Notices</u>") shall be given in writing and shall be: (a) personally delivered to the intended recipient; (b) sent by email transmission to the email address of the intended recipient; or (c) sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, to the address of the intended recipient. The respective addresses, email addresses and contact persons to be used for all Notices are as follows:

MM Northlake Phase 2-3, LLC If to MM Northlake: 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234 Email: trevor@centurionamerican.com Attn: Trevor Kollinger With copy to: MM Northlake Phase 2-3, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234 Email: mkollinger@centurionamerican.com Attn: Matthew Kollinger If to Little Elm: If to Escrow Agent: Silver Star Title, L.L.C. 1800 Valley View Lane, Suite 160 Farmers Branch, Texas 75234 Email: iacord@senderatitle.com

If personally delivered pursuant to this Section, Notices shall be deemed delivered upon actual receipt; if sent by email transmission pursuant to this Section, Notices shall be deemed delivered the day of such transmission (provided that the sender of such Notice shall bear the burden of proof of such transmission); if sent by private overnight courier pursuant to this Section, Notices shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section, Notices shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party may change its contact information for the purposes of Notices under this Agreement by providing written notice thereof in accordance with this Section to the other Parties.

Attn: Jeanie Acord

- 16. **Governing Law**. This Agreement is being delivered and is intended to be performed in the State of Texas and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Texas without regard for conflicts of laws principles. Venue for any legal action brought hereunder shall lie in Denton County, Texas.
- 17. **Permitted Delay Days**. Whenever a period of time is herein prescribed for action to be taken by MM Northlake, MM Northlake shall not be liable or responsible for, and there shall be excluded

from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, pandemic, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party, including, but not limited to inclement weather which would not otherwise permit the Improvements to be completed ("Permitted Delay Days").

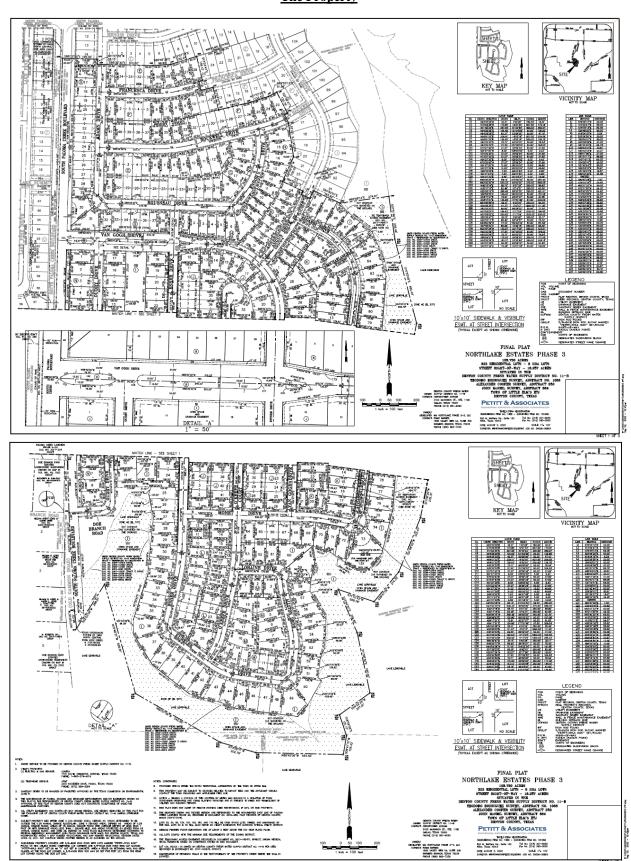
- Governmental Powers; Waivers of Immunity. By execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by the Town and the Denton County Fresh Water Supply District No. 11-B ("District") of their governmental functions.
- General. Unless otherwise provided in this Agreement, the term "days" means calendar days. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, references to sections of this Agreement. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement and any affidavit, certificate, instrument, agreement, notice (including, without limitation, any Draw Request) or other document required to be provided hereunder may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Unless the context shall otherwise require, the singular shall include the plural and vice versa, and each pronoun in any gender shall include all other genders. This Agreement (and, as between MM Northlake and Little Elm, the Development Agreement) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, written and oral with respect to the subject matter hereof. No Party has relied on any representations or agreements of any other, except as specifically set forth in this Agreement (and, as between MM Northlake and Little Elm, as specifically set forth in the Development Agreement). Any references herein to "Exhibit" or "Schedule" are references to exhibits or schedules attached hereto, all of which are made a part hereof for all purposes, the same as if set forth verbatim herein. Except as expressly provided herein, this Agreement or any provision hereof may be terminated, amended or modified only by written instrument duly signed by the Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers and permitted assigns. This Agreement is for the sole and exclusive benefit of the Parties and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other types of benefits. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby. Escrow Agent is entitled to rely on any action taken by any person or entity with court authority or authority under applicable law to act for or on behalf of any Party. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[Signature Page Follows]

# **ESCROW AGENT:**

SILVER STAR TITLE, L.L.C., a Texas limited liability company (d/b/a Sendera Title)	
By	
Name:	
Title:	
MM NORTHLAKE:	
MM No	orthlake Phase 2-3, LLC,
A Texas limited liability company	
By:	MMM Ventures, LLC
Dy.	a Texas limited liability company
	Its Manager
By:	2M Ventures, LLC
_ , .	a Delaware limited liability company
	Its Manager
By:	
	Mehrdad Moayedi
Title:	Manager
<u>LITTLE ELM</u> :	
THE TOWN OF LITTLE ELM	
Ву	
Name:	
Title:	

# EXHIBIT "A" The Property



DEVELOPMENT PLANS FOR GRADING, PAVING, DRAINAGE AND UTILITY **IMPROVEMENTS** OF

#### NORTHLAKE ESTATES - PHASE 3

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11B TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS



ENGINEER:

PETIT & ASSOCIATES
ENGINEEDING GUIVETING CONTROL TITOR CONTROL TO THE STATE OF THE MICHIGANICAN IN LINE 2007 THE STATE OF THE MICHIGANICAN IN LINE (2007) 227–2065
MICHIGAN CONTROL TO THE TOTAL THE STATE OF THE STA

TCEQ LOG NUMBER (WATER): P-09112020-085 APPROVAL DATE: 11/10/2020 TCEQ LOG NUMBER (SANITARY): 0920/089 APPROVAL DATE: 9/24/2020

#### OWNER:

#### OWNER/DEVELOPER:

MM NORTHLAKE PHASE 2-3, LLC CONTACT: ROME BARNES 1800 VALLEY VIEW LANE, SUITE 300 FARMERS BRANCH, TEXAS 79234 PHONE (469) 892-7200



LOCATION MAP

ISSUED FOR DATE

NOVEMBER 2020



DEVELOPMENT PLANS FOR PAVING, WATER AND DRAINAGE IMPROVEMENTS OF

### SOUTH PALOMA CREEK BOULEVARD NORTHLAKE ESTATES - PHASE 3

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 11B TOWN OF LITTLE ELM ETJ, DENTON COUNTY, TEXAS



ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS
REMAINS WITH THE ENGINEER WHO PREPARED THEM.
IN ACCEPTING PHESE PLANS, MUSTANG SPECIAL UTLITY DISTRICT
MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

ENGINEER:

PETITT & ASSOCIATES
DESCRIPTION OF THE SECRETARIES OF THE SECRETARIES

TCEQ LOG NUMBER (WATER): P-09112028-086 APPROVAL DATE: 11/10/2020

#### OWNER/DEVELOPER:

MM NORTHLAKE PHASE 2-3, LLC CONTACT: ROME BARNES 1800 VALLEY VIEW LANE, SUITE 300 FARMERS BRANCH, TEXAS 75234 PHONE (469) 892-7200



LOCATION MAP

ISSUED FOR CONSTRUCTION DATE 12/14/21



NOVEMBER 2020

FINAL PLAT FINAL PLAT FINAL PLAT

PAYING PLAN AND PROFILE - SOUTH PALOMA CREEK BLVD. PAYING PLAN AND PROFILE - SOUTH PALOMA CREEK BLVD.

### EXHIBIT "C" Escrow Funds

#### NORTHLAKE ESTATES PHASE 3 - ESCROW TABLE

11/29/2022

#### **PAVING**

ITENA	DESCRIPTION	LINUT	OLIANITITY	LINIT DDICE	CONTRACTED	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE	
1	Barrier Free Ramps	EA	32	\$1,850.00	\$59,200.00	
2	4' Curlex with grass seed	LF	25,810	\$0.65	\$16,776.50	
3	Stop Sign with Street Name Sign	EA	16	\$470.00	\$7,520.00	
4	Street Name Sign	EA	7	\$440.00	\$3,080.00	
5	5' Wide Reinforced Concrete Sidewalk	SY	554	\$61.30	\$33,960.20	
6	Paloma Creek Boulevard: Barrier Free Ramps	EA	2	\$1,850.00	\$3,700.00	
7	Paloma Creek Boulevard: 4' Curlex with grass seed	LF	3,701	\$0.65	\$2,405.65	
8	Paloma Creek Boulevard: 8' Wide Reinforced Concrete	SY	1 200	\$64.30	\$77,738.70	
°	Sidewalk	31	1,209	\$04.50	\$//,/38./0	

#### **UTILITIES - SANITARY SEWER**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
1	Additional Testing after Dry util. Install	LF	11,286	\$1.00	\$11,286.00

CONTRACTED TOTAL \$215,667.05 10% ADDED TO ESCROW FUND \$21,566.71 ESCROW FUND AMOUNT \$237,233.76



**Date:** 12/20/2022

Agenda Item #: 4. H.

**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 Award a Construction Contract to Quality Excavation, LTD for the Woodrow Circle Improvement Project (Contract #2023-05).

#### **DESCRIPTION:**

On November 17, 2022, The Town received bids for the reconstruction of Woodrow Circle. The project was advertised for bids in the local newspaper, as well as the Town's eProcurement system. Three (3) vendors responded, with the lowest responsible bidder being Quality Excavation, LTD of Aubrey, Texas.

The project includes the replacement of the existing asphalt street with a two-lane concrete street, as well as the existing water and wastewater lines.

#### **BUDGET IMPACT:**

The project has been identified in the Capital Improvement Plan, and the project will be funded out of capital improvement funds.

\$ 1,238,125.00	Project Total
\$ 100,000.00	Contingency
\$ 1,138,125.00	Contract Amount

#### **RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments** 

Project Location Exhibit Bid Tabulation

# CONSTRUCTION PLANS FOR

# STREET IMPROVEMENTS ALONG LAKESHORE DRIVE

**WOODROW CIRCLE (HARWICKE CIRCLE TO HARWICKE CIRCLE)** 

OCTOBER 2022



#### TOWN OF LITTLE ELM

100 W. ELDORADO PARKWAY LITTLE ELM, TEXAS 75068 (214) 975-0470

TOWN MANAGER

MATT MUELLER

DEPUTY TOWN MANAGER

DOUG PEACH

TOWN ENGINEER
WESLEY BRANDON, P.E., CFM

DIRECTOR OF DEVELOPMENT SERVICES

MAYOR
CURTIS J. CORNELIOUS

MAYOR PRO TEM LISA NORMAN

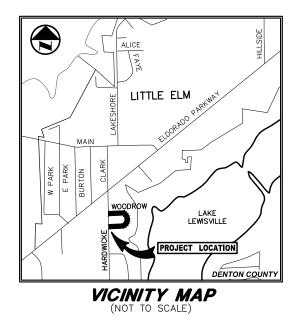
TOWN COUNCIL

TONY SINGH

JEREMY LUKAS

JEREMY LUKAS NEIL BLAIS MICHAEL McCLELLAN JAMELL T. JOHNSON

F: 866 325 7343



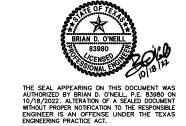
#### **SHEET INDEX**

	311 <b>2</b> 11 111 <b>3</b> 22					
SHEET	DESCRIPTION					
1	COVER SHEET					
2-4	GENERAL NOTES					
5	SURVEY CONTROL PLAN					
6	TYPICAL PAVING SECTION					
7-9	PROPOSED PAVING PLAN & PROFILE					
10	CONCRETE DRIVEWAY DETAIL					
11-16	PROPOSED CROSS SECTIONS					
17-18	PROPOSED WATER MAIN PLAN					
19-21	PROPOSED SANITARY SEWER PLAN & PROFILE					
22-23	EROSION CONTROL PLAN					
24-36	TOWN OF LITTLE ELM STANDARD DETAILS					

PREPARED BY



FORT WORTH, TX 76109 TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008001



Town of Little Elm Bid Tabulation 2023-05 Woodrow Circle Improvments

			Quality Excavation, LTD		GRod Construction,LLC		Maya Underground Contractors LLC	
			Aubrey	Aubrey, TX		Boyd, TX		n, TX
Line #	Description QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	PAVING IMPROVEMENTS							
1.1	Barricades, Signs Traffic Handling shall be furnished and ir 1	LS	\$17,000.00	\$ 17,000.00	\$22,300.00 \$	22,300.00	\$7,550.00	\$ 7,550.00
1.2	Stormwater Pollution Prevention Plan shall be constructed 1	LS	\$5,800.00	\$ 5,800.00	\$11,000.00 \$	11,000.00	\$10,300.00	\$ 10,300.00
1.3	Prepare Right of Way shall be performed in accordance wi 10	STA	\$22,759.00	\$ 227,590.00	\$12,800.00	128,000.00	\$7,271.00	\$ 72,710.00
1.4	Irrigation Contingency shall include piping, valves, sprinkle 1	LS	\$20,000.00	\$ 20,000.00	\$20,000.00 \$	20,000.00	\$20,000.00	\$ 20,000.00
1.5	Project Sign shall be constructed, maintained and removec 2	EA	\$750.00	\$ 1,500.00	\$950.00 \$	1,900.00	\$1,600.00	\$ 3,200.00
1.6	Roadway Excavation shall be performed in accordance wit 747	CY	\$35.00	\$ 26,145.00	\$98.00 \$	73,206.00	\$221.00	\$ 165,087.00
1.7	8 Flexible Base (Crushed Stone) shall be furnished, installe 3674	SY	\$39.00	\$ 143,286.00	\$25.00 \$	91,850.00	\$38.00	\$ 139,612.00
1.8	8 Portland Cement Concrete Pavement shall be constructe 3453	SY	\$80.00	\$ 276,240.00	\$96.00	331,488.00	\$100.00	\$ 345,300.00
1.9	6 Concrete Driveway Approaches shall be constructed in a 278	SY	\$116.00	\$ 32,248.00	\$102.00 \$	28,356.00	\$100.00	\$ 27,800.00
1.10	7 Concrete Special Driveway Approaches shall be construct 360	SY	\$104.00	\$ 37,440.00	\$95.00 \$	34,200.00	\$121.00	\$ 43,560.00
1.11	5 Concrete Sidewalks shall be constructed in accordance w 961	SY	\$74.00	\$ 71,114.00	\$92.00 \$	88,412.00	\$93.00	\$ 89,373.00
1.12	Curb Ramps shall be constructed in accordance with the C <sub>1</sub> 6	EA	\$3,500.00	\$ 21,000.00	\$2,000.00 \$	12,000.00	\$1,700.00	\$ 10,200.00
1.13	4 Thick Topsoil Sod shall be furnished and installed in accc 460	SY	\$24.00	\$ 11,040.00	\$24.00 \$	11,040.00	\$32.00	\$ 14,720.00
1.14	Remove and Replace Mailbox shall be performed in accorc 11	EA	\$475.00	\$ 5,225.00	\$1,300.00 \$	14,300.00	\$550.00	\$ 6,050.00
1.15	Remove, Salvage and Replace Sign shall be performed in a 2	EA	\$1,000.00	\$ 2,000.00	\$500.00 \$	1,000.00	\$800.00	\$ 1,600.00
1.16	Pavement Header at Existing Pavement (includes sawcut): 142	LF	\$25.00	\$ 3,550.00	\$40.00 \$	5,680.00	\$27.00	\$ 3,834.00
1.17	Riprap (Grouted) shall be installed in accordance with the 18	CY	\$725.00	\$ 13,050.00	\$770.00 \$	13,860.00	\$500.00	\$ 9,000.00
2	WATER IMPROVEMENTS							
2.1	6 Water Pipe Installation shall be furnished and installed ir 1034	LF	\$62.00	\$ 64,108.00	\$68.00 \$	70,312.00	\$120.00	\$ 124,080.00
2.2	Water Fittings shall be furnished and installed in accordan(1	TON	\$3,625.00	\$ 3,625.00	\$7,100.00 \$	7,100.00	\$9,350.00	\$ 9,350.00
2.3	6 Gate Valve and Box shall be furnished and installed in ac 5	EA	\$2,075.00	\$ 10,375.00	\$3,000.00 \$	15,000.00	\$2,500.00	\$ 12,500.00
2.4	Fire Hydrants shall be furnished and installed in accordanc 1	EA	\$6,825.00	\$ 6,825.00	\$8,600.00 \$	8,600.00	\$8,199.00	\$ 8,199.00
2.5	1 Water Service Connections (Long) shall be installed in ac 4	EA	\$1,400.00	\$ 5,600.00	\$2,500.00 \$	10,000.00	\$3,800.00	\$ 15,200.00
2.6	1 Water Service Connections (Short) shall be installed in ac8	EA	\$925.00	\$ 7,400.00	\$1,600.00 \$	12,800.00	\$2,900.00	\$ 23,200.00
2.7	Water Service Meter Box shall be furnished and installed in 12	EA	\$570.00	\$ 6,840.00	\$750.00 \$	9,000.00	\$770.00	\$ 9,240.00
2.8	Connect to Existing Water Main shall be completed in accc 2	EA	\$2,340.00	\$ 4,680.00	\$7,000.00 \$	14,000.00	\$6,800.00	\$ 13,600.00
2.9	Abandon Existing Water Main shall be performed in accord 1034	LF	\$1.00	\$ 1,034.00	\$2.75 \$	2,843.50	\$6.00	\$ 6,204.00
2.10	Pavement Repair for Water shall be performed in accordar 14	SY	\$300.00	\$ 4,200.00	\$270.00 \$	3,780.00	\$295.00	\$ 4,130.00
3	WASTEWATER IMPROVEMENTS							
3.1	10 Wastewater Pipe Installation shall be furnished and inst 1020	LF	\$48.00	\$ 48,960.00	\$101.00	103,020.00	\$204.00	\$ 208,080.00
3.2	4' Manhole (All Depths) shall be constructed, furnished an 7	EA	\$4,430.00	\$ 31,010.00	\$6,000.00 \$	42,000.00	\$8,200.00	\$ 57,400.00
3.3	Wastewater Service shall be furnished and installed in accc 16	EA	\$1,700.00	\$ 27,200.00	\$2,500.00 \$	40,000.00	\$3,400.00	\$ 54,400.00
3.4	Trench Safety for Wastewater shall be furnished and instal 1020	LF	\$2.00	\$ 2,040.00	\$4.25 \$	4,335.00	\$2.00	\$ 2,040.00

Grand Total: \$1,138,125.00 \$1,231,382.50 \$1,517,519.00



**Date:** 12/20/2022

Agenda Item #: 4. I.

**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 Award a Construction Contract to Quality Excavation, LTD for the Lobo Lane Technology Park Improvement Project (Contract #2022-06).

#### **DESCRIPTION:**

On November 17, 2022, The Town received bids for the Lobo Lane Technology Park Improvement Project. The project was advertised for bids in the local newspaper, as well as the Town's eProcurement system. Five (5) vendors responded, with the lowest responsible bidder being Quality Excavation, LTD of Aubrey, Texas. The apparent low bidder was disqualified for submitting an incomplete bid package.

The project includes the installation of a new concrete fire lane, 1,661 feet of new water lines, a new split rail fence along Lobo Lane, and a new masonry screening wall along the northern boundary of the Shell Beach Subdivision.

In April 2021, the Town was awarded \$1,400,000 in grant funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the project. The Town has also executed a separate agreement with RTI Technologies to contribute matching funds as required through the grant.

#### **BUDGET IMPACT:**

The project is funded through the CARES grant, as well as the separate funding agreement with RTI Technologies. The funds will be reimbursed to the Town upon completion of the project.

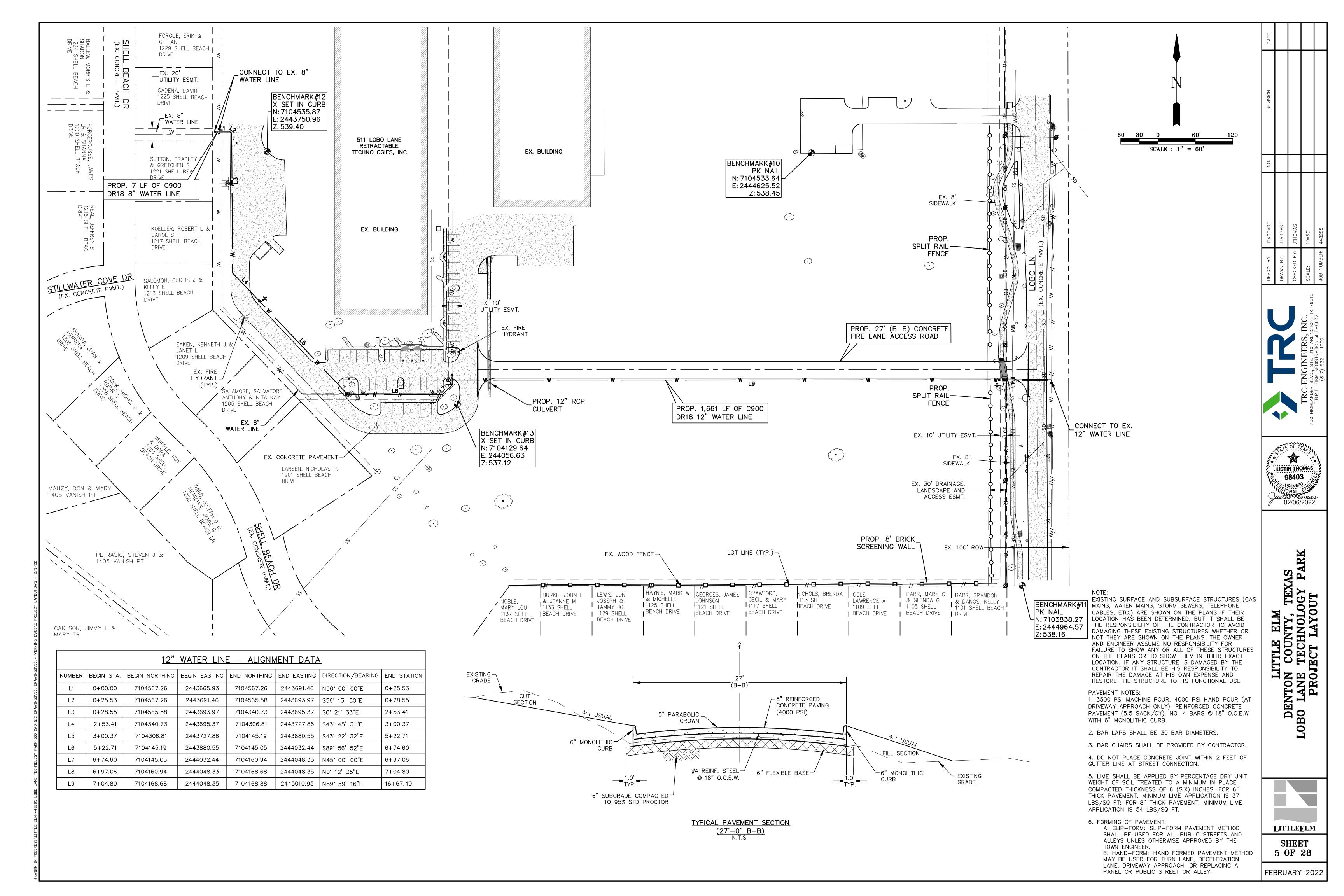
\$ 1,318,726.00	Project Total
\$ 100,000.00	Contingency
\$ 1,218,726.00	Contract Amount

#### **RECOMMENDED ACTION:**

Staff recommends approval.

#### **Attachments**

Project Layout Bid Tabulation



		Solana Ca	pital Group	Quality Excavation, LTD		GRod Construction,LLC		McMahon Contracting LP		AUI Part	tners, LLC
		Irvin	Irving, TX		ey, TX	Boyd, TX		Grand Prairie, TX		Ft. Worth, TX	
Line #	Description QTY UON	M Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Furnishing all materials, labor and equipment for Unclassified Street Excavation, including all embankment, grading,										
1	off-site material disposal, or disposal onsite as directed by the Owner, per TCEQ requirements to grades shown on 4274 SY	\$4.06	\$17,352.44	\$13.00	\$55,562.00	\$28.00	\$119,672.00	\$22.68	\$96,934.32	\$49.28	\$210,622.72
2	Furnishing and Installing 8 Reinforced Concrete Pavement (4000 PSI) including stamped concrete welcome mat, 2757 SY	\$99.00	\$272,943.00	\$91.00	\$250,887.00	\$102.00	\$281,214.00	\$104.64	\$288,492.48	\$128.86	\$355,267.02
3	Furnish all materials, labor, and equipment to install 6" Crushed Limestone Flexible Base Material compacted over										
3	prepared "Subgrade" per the Geotechnical Engineering Report, complete in place, ready for use by the Owner. 3032 SY	\$24.56	\$74,465.92	\$40.00	\$121,280.00	\$20.00	\$60,640.00	\$20.95	\$63,520.40	\$31.15	\$94,446.80
4	Furnish all labor, materials and equipment required to Saw-cut, Remove and Replace Existing Reinforced Concrete										
4	Pavement, matching existing pavement elevations and thicknesses, complete in place, ready for use by the Owner. 204 SY	No Bid		\$140.00	\$28,560.00	\$320.00	\$65,280.00	\$282.57	\$57,644.28	\$336.74	\$68,694.96
5	Furnish all labor, materials and equipment required to Connect Proposed Concrete Pavement to Existing Reinforced										
5	Concrete Pavement, as detailed, matching existing pavement elevations, complete in place, ready for use by the LF	No Bid		\$13.00	\$2,288.00	\$10.00	\$1,760.00	\$44.01	\$7,745.76	\$15.94	\$2,805.44
6	Furnish all labor, materials, equipment and superintendence required to install Twelve Inch (12) Water Main (AWWA										
0	C-900 DR-18 PVC), with tracer wire, purple in color, including excavation, embedment, backfill, restrained joints 1661 LF	\$180.00	\$298,980.00	\$107.00	\$177,727.00	\$117.00	\$194,337.00	\$229.61	\$381,382.21	\$202.05	\$335,605.05
7	Furnish all labor, materials, equipment and superintendence required to install Six Inch (8) Water Main (AWWA C-										
,	900 DR-18 PVC), with tracer wire, purple in color, including excavation, embedment, backfill, restrained joints (mega 7 LF	\$390.00	\$2,730.00	\$268.00	\$1,876.00	\$500.00	\$3,500.00	\$172.68	\$1,208.76	\$100.22	\$701.54
0	Furnish all labor, materials, equipment and superintendence required to install Six Inch (6) Water Main (AWWA C-										
8	900 DR-14 PVC), with tracer wire, purple in color, including excavation, embedment, backfill, restrained joints (mega 33 LF	\$442.00	\$14,586.00	\$127.00	\$4,191.00	\$150.00	\$4,950.00	\$96.36	\$3,179.88	\$86.40	\$2,851.20
9	Furnish all labor, materials and equipment required to install AWWA C-153/C-111 Compact Ductile Iron Fittings										
9	(Tyler Pipe or Equal), including bolts, joints, restraining devices, thrust blocking, testing, sterilization, and all	N \$8,940.00	\$8,940.00	\$21,000.00	\$21,000.00	\$22,150.00	\$22,150.00	\$25,206.32	\$25,206.32	\$30,297.82	\$30,297.82
10	Furnish all labor, materials, and equipment required to install Twelve Inch (12") Gate Valve, including valve box, 5 EA	\$15,679.00	\$78,395.00	\$5,600.00	\$28,000.00	\$5,650.00	\$28,250.00	\$6,365.55	\$31,827.75	\$4,113.19	\$20,565.95
11	Furnish all labor, materials, and equipment required to install Eight Inch (8") Gate Valve, including valve box, cover, 3 EA	\$9,340.00	\$28,020.00	\$3,300.00	\$9,900.00	\$3,650.00	\$10,950.00	\$3,755.26	\$11,265.78	\$2,524.44	\$7,573.32
12	Furnish all labor, materials, and equipment required to install Six Inch (6") Gate Valve, including valve box, cover, 3 EA	\$7,340.00	\$22,020.00	\$1,780.00	\$5,340.00	\$2,700.00	\$8,100.00	\$2,853.40	\$8,560.20	\$1,749.94	\$5,249.82
13	Furnish all labor, materials and equipment required to install 12 Water line by Dry Bore with Twenty Inch (20) Steel										
13	Encasement (0.25 in. wall thickness), including excavation, backfill, restrained joints, HD polyethylene spacers, 40 LF	\$2,375.00	\$95,000.00	\$1,035.00	\$41,400.00	\$1,050.00	\$42,000.00	\$1,198.48	\$47,939.20	\$1,052.46	\$42,098.40
14	Furnish all labor, materials, and equipment to install a Plug to Existing Water Line (regardless of size) complete in 4 EA	No Bid		\$1,000.00	\$4,000.00	\$950.00	\$3,800.00	\$1,767.08	\$7,068.32	\$3,389.31	\$13,557.24
15	Furnish all labor, materials, and equipment required to install new Fire Hydrant Assembly, including fire hydrant, six-										
15	inch (6) D.I. piping, fittings, connection, main line fitting, blocking, testing, painting, sterilization, restraining devices, 1 EA	\$12,000.00	\$12,000.00	\$14,800.00	\$14,800.00	\$9,500.00	\$9,500.00	\$7,198.82	\$7,198.82	\$6,835.87	\$6,835.87
16	Furnish all labor, materials, and equipment required to Relocate Existing Fire Hydrant Assembly, including fire										
16	hydrant, six-inch (6) D.I. piping, fittings, and all appurtenances required to connect to proposed water line complete 1 EA	\$10,000.00	\$10,000.00	\$2,600.00	\$2,600.00	\$6,000.00	\$6,000.00	\$3,064.80	\$3,064.80	\$6,530.55	\$6,530.55
17	Furnish all labor, materials, and equipment for Connection of Proposed Water Line to Existing Fire Hydrant 2 EA	\$5,500.00	\$11,000.00	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$4,237.83	\$8,475.66	\$4,141.93	\$8,283.86
18	Furnish all labor, materials, and equipment for Connection of Proposed Water Line to Existing Water Line (regardless 3 EA	No Bid		\$1,700.00	\$5,100.00	\$5,750.00	\$17,250.00	\$2,445.20	\$7,335.60	\$2,313.79	\$6,941.37
10	For furnishing all sheeting, shoring, piling, bracing, boxes, equipment, tools and any device including de-watering,										
19	back sloping, and other operations as required for the safe construction of pipe trenching in any trenches greater 1661 LF	No Bid		\$1.00	\$1,661.00	\$5.00	\$8,305.00	\$1.62	\$2,690.82	\$1.12	\$1,860.32
20	Furnish all labor, materials, and equipment required to install Twelve Inch (12) Reinforced Concrete Pipe Culvert, 96 LF	No Bid		\$122.00	\$11,712.00	\$75.00	\$7,200.00	\$120.64	\$11,581.44	\$107.72	\$10,341.12
21	Furnish all labor, materials, and equipment required to install Twelve Inch (12) Concrete Sloped Headwall, as 4 EA	No Bid		\$2,207.00	\$8,828.00	\$500.00	\$2,000.00	\$1,557.21	\$6,228.84	\$2,562.89	\$10,251.56
22	Furnish all labor, materials, and equipment required to install Brick Screening Wall with Stone Columns, including all										
22	excavation, grading, restoration of disturbed areas, testing, and all work required as detailed and specified, 448 LF	\$270.00	\$120,960.00	\$433.00	\$193,984.00	\$500.00	\$224,000.00	\$412.47	\$184,786.56	\$536.31	\$240,266.88
23	Furnish all labor, materials, and equipment required to install Wooden Split Rail Fence, including all excavation,										
23	grading, restoration of disturbed areas, and all work required as detailed and specified, complete in place, ready for 700 LF	\$35.00	\$24,500.00	\$73.00	\$51,100.00	\$30.00	\$21,000.00	\$34.80	\$24,360.00	\$19.08	\$13,356.00
24	For furnishing all labor, equipment, tools, supervision and materials to install Irrigation System, including all piping,										
24	sprinklers, tree bubblers, water meters, connection to irrigation main, control valves, backflow preventers, etc., 1 LS	No Bid		\$77,000.00	\$77,000.00	\$45,000.00	\$45,000.00	\$33,084.40	\$33,084.40	\$32,888.49	\$32,888.49
25	Furnish all labor, materials and equipment required to install Block Sod (Bermuda), ready for use by the Owner. 1964 SY	No Bid		\$25.00	\$49,100.00	\$13.50	\$26,514.00	\$12.28	\$24,117.92	\$11.39	\$22,369.96
26	Furnish all labor, materials, and equipment to install and maintain Silt Fence protection with posts, as detailed, 1865 LF	\$15.03	\$28,030.95	\$2.00	\$3,730.00	\$3.00	\$5,595.00	\$2.60	\$4,849.00	\$0.90	\$1,678.50
27	Furnishing and Installing Rock Check Dam, as detailed, complete in place, ready for use by the Owner.	No Bid		\$2,900.00	\$2,900.00	\$1,000.00	\$1,000.00	\$1,917.30	\$1,917.30	\$3,367.42	\$3,367.42
28	For furnishing all materials, labor, and equipment to install and maintain a Stabilized Construction Entrance, as 1 EA	No Bid		\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$6,374.68	\$6,374.68	\$3,928.66	\$3,928.66
	For preparation and maintenance of Storm Water Pollution Prevention Plan (SWPPP) including all reports and										
20	records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not										
29	a separate bid item (including installation, maintenance and removal of such items as required), costs for the										
	Contractor's Notice of Intent application fee, costs for the annual Water Quality fee, Costs for personnel to inspect 1 LS	No Bid		\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00	\$6,917.54	\$6,917.54	\$2,244.95	\$2,244.95
20	For furnishing all labor, equipment, tools, supervision and materials to install Landscaping, including all trees,										
30	ornamental trees, shrubs, tree staking, mulch, etc., as shown and detailed on the Landscape Plan, complete and in 1 LS	No Bid		\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$65,402.69	\$65,402.69	\$34,835.99	\$34,835.99
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Total Price \$1,119,923.31
\*\*Disqualified - Incomplete Bid

\$1,218,726.00

\$1,334,067.00

\$1,430,361.73

\$1,596,318.78



**Date:** 12/20/2022

Agenda Item #: 4. J.

**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 Ordinance No. 1700 regarding the Abandonment of a Certain Portion of Navo Road, Authorizing the Transfer of Ownership to the Abutting Landowner, and Providing an Effective Date.

#### **DESCRIPTION:**

Navo Road, located north of US 380, currently begins at the intersection of Union Park Blvd. and ends at a previously-abandoned portion of Fishtrap Road. As the Union Park development has progressed, a small portion of right-of-way has become unnecessary due the addition of other roadways leading into the neighborhood. This right-of-way has also been re-developed to provide a publicly-accessible park and practice fields. In order to finalize the park project, this small portion of right-of-way must be abandoned by the Town and transferred to the abutting landowner. This proposed ordinance will abandon the right-of-way, and a quitclaim deed will then be filed to transfer ownership to the abutting landowner, Union Park LP.

#### **BUDGET IMPACT:**

There is no cost for this item, and the developer will be required to reimburse the Town for legal costs associated with the review and preparation of the ordinance documents.

#### **RECOMMENDED ACTION:**

Staff recommends approval.

**Attachments** 

Ordinance 1700
Exhibits
Draft Quitclaim Deed

#### TOWN OF LITTLE ELM, TEXAS

#### **ORDINANCE NO. 1700**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, ABANDONING AND VACATING CERTAIN RIGHT-OF-WAY WITHIN NAVO ROAD; AUTHORIZING THE TRANSFER OF OWNERSHIP TO ABUTTING LANDOWNER; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

- **WHEREAS,** the Town of Little Elm, Texas ("<u>Town</u>"), is a duly organized political subdivision and home-rule municipality of the State of Texas; and
- **WHEREAS,** Section 311.001(a) of the Texas Transportation Code generally provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and
- **WHEREAS,** Section 311.007 of the Texas Transportation Code provides the authority for a home-rule municipality to vacate, abandon or close a street or alley within the municipality; and
- **WHEREAS,** the Town, by virtue and through the use of the traveling public over a certain portion of a dedicated road known as "Navo Road," has obtained certain rights in said road, which road is located within the corporate limits of the Town; and
- **WHEREAS**, due to changes in the Town's road system, which included the abandonment of a portion of Fishtrap Road, a portion of Navo Road that tied into Fishtrap Road is no longer needed to support a roadway or for road purposes and is deemed surplus property of the Town; and
- **WHEREAS**, the abandonment of this surplus road right of way, and the transfer of ownership to the abutting property owner, will facilitate the development of public park land in the Union Park development; and
- **WHEREAS**, said surplus roadway is approximately .118 acres (5,145 square feet) and more particularly described by metes and bounds and a survey attached hereto as *Exhibit A* ("<u>Right of Way Abandonment</u>"); and
- **WHEREAS**, the Right of Way Abandonment is no longer needed by the Town or for the use of the traveling public, it constitutes a public charge without corresponding benefit, and it should be abandoned and vacated; and
- **WHEREAS**, the Town Council of the Town of Little Elm ("<u>Town Council</u>") finds that the Right of Way Abandonment should be abandoned and vacated as a portion of Navo Road, and that any and all rights that the Town may have in the Right of Way Abandonment should be released, which abandonment and vacation the Town Council has determined is in furtherance of the public health, safety and welfare of the Town; and

**WHEREAS**, the Town Council also finds, pursuant to Texas Local Government Code Section 272.001(b)(2), that it is appropriate for the Town to deed to the adjacent property owner the Right of Way Abandonment, and to authorize the Town Manager to execute such real estate conveyance documents and other related documents to accomplish such property transfer.

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

#### **SECTION 1**

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

#### **SECTION 2**

From and after the effective date of this Ordinance, any and all rights and interests that the Town may have in the Right of Way Abandonment, as described in the attached *Exhibit A*, are hereby abandoned and vacated by the Town for street, roadway and public travel purposes, and the Town hereby disclaims any interest in the Right of Way Abandonment.

#### **SECTION 3**

The Town Manager, or his designee, is hereby authorized to execute all documents necessary to transfer all title and property interests that the Town has in the Right of Way Abandonment to the abutting land owner, and the Town hereby authorizes such transfer.

#### **SECTION 4**

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

#### **SECTION 5**

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

#### **SECTION 6**

This Ordinance shall take effect and be in full force from and after its passage, as provided by the laws of the State of Texas, and the Town Charter of the Town of Little Elm.

F, 2022.
urtis J. Cornelious, Mayor
_ U.

#### **EXHIBIT A**

**BEING** a tract of land situated in the Thomas Navo Survey, Abstract No. 964, Town of Little Elm, Denton County, Texas, and being a portion of a called 1.168 acre tract of land described in a deed to Denton County, Texas, as recorded in Document No. 2006-24266 of the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail set for the northeast corner of a called 2.466 acre tract of land described as "Tract 1" in a deed to Union Park Phase 6C, LP, as recorded in Instrument No. 2022-29981 of the Official Records of Denton County, Texas, common to an ell corner on the southerly line of Union Park Phase 5B, according to the Final Plat thereof recorded in Document No. 2021-349 of the Plat Records of Denton County, Texas;

THENCE South 02°01'56" West, along the easterly line of said Tract 1 and the southerly line of said Union Park Phase 5B, a distance of 32.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a southwest corner on the southerly line of said Union Park Phase 5B, common to the west end of the northerly terminus of Navo Road, a variable width right of way, as described in said deed to Denton County, Texas, same being the POINT OF **BEGINNING** of the herein described tract:

**THENCE** North 89°56'41" East, departing the easterly line of said Tract 1, continuing along the southerly line of said Union Park Phase 5B, and along the northerly terminus of said Navo Road, a distance of 47.04 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for an ell corner on the southerly line of said Union Park Phase 5B, common to the east end of the northerly terminus of said Navo Road;

THENCE South 01°34'28" West, continuing along the southerly line of said Union Park Phase 5B, and along the easterly right of way line of said Navo Road, a distance of 109.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE North 87°58'04" West, departing the southerly line of said Union Park Phase 5B and the easterly right of way line of said Navo Road, and crossing said Navo Road, a distance of 47.88 feet to a point set for corner on the westerly right of way line of said Navo Road, same being on the easterly line of said Tract 1;

**THENCE** North 02°01'56" East, along the westerly right of way line of said Navo Road and the easterly line of said Tract 1, a distance of 107.59 feet to the **POINT OF BEGINNING** and containing 0.118 of an acre (5,145 square feet) of land, more or less.



ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

RIGHT OF WAY ABANDONMENT THOMAS NAVO SURVEY, ABSTRACT NO. 964, TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS



Date

Sheet No

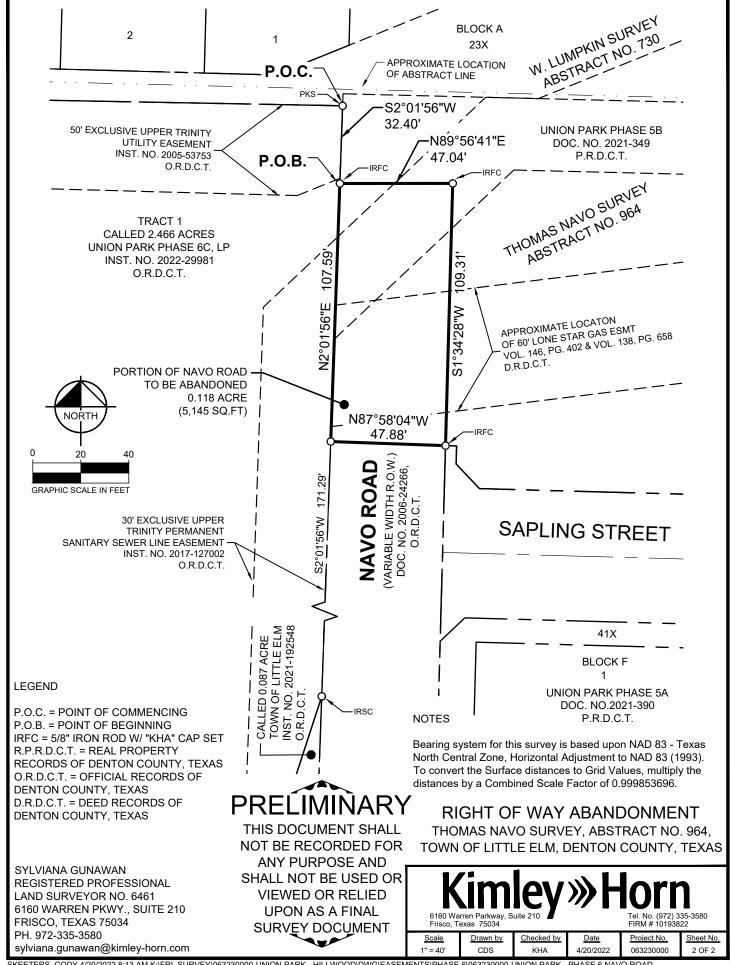
1 OF 2

LAND SURVEYOR NO. 6461 6160 WARREN PKWY., SUITE 210 FRISCO, TEXAS 75034 PH. 972-335-3580

REGISTERED PROFESSIONAL

SYLVIANA GUNAWAN

sylviana.gunawan@kimley-horn.com



AFTER RECORDING RETURN TO: Town Secretary Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### **Quitclaim Deed (without warranty)**

Date:	, 2022
Grantor:	Town of Little Elm, Texas
Grantor's N	Mailing Address:
	Town of Little Elm, Texas 100 W. Eldorado Parkway Little Elm, Texas 75068 ATTN: Town Secretary
Grantee:	
Grantee's N	Aailing Address:
Considerati	on:
Cash hereby ackno	and other good and valuable consideration, the receipt and sufficiency of which arowledged.
Property (ir	ncluding any improvements):

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, QUITCLAIM DEED 1

See Exhibit A attached hereto (.118 acres (5,145 square feet)

and assigns forever, save and except any utility easements that may exist over, under or within the Property. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it except as expressly provided herein.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

GRANTOR:	TOWN OF LITTLE ELM, TEXAS										
	Matt Mue	eller, T	Γown Ma	nager							
	DATE:										
STATE OF TE	VAC		\								
STATE OF TE	AAS		)								
COUNTY OF	DENTON		)								
BEFOR Town Manager subscribed here consideration the	eto; and ack	vn of nowle	Little Eli edged to i	n, Texa	as, know	n to	me to be t	he pers	on whose	e name i	S
GIVEN	UNDER	MY	HAND	AND	SEAL	OF	OFFICE	this _		_ day o	f
	, 2022										
			ıblic in aı nission E		he State	of Te	exas				

# AGREED AND ACCEPTED: **GRANTEE:** \_\_\_\_\_ By: DATE:\_\_\_\_\_ STATE OF TEXAS COUNTY OF DENTON BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed hereto; and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022. Notary Public in and for the State of Texas My Commission Expires:\_\_\_\_\_

#### **EXHIBIT A**

Legal Description of .118 acres (5,145 square feet) and Survey Drawing



**Date:** 12/20/2022

**Agenda Item #:** 5. A.

**Department:** Development Services

**Strategic Goal:** Promote and expand Little Elm's identity

**Staff Contact:** Fred Gibbs, Director of Development Services

#### **AGENDA ITEM:**

Continue the Public Hearing, Present, Discuss, and Consider Action on **Ordinance No.**1692 Regarding a Proposed Text Amendment to Chapter 106, Zoning Ordinance, by Amending Sec. 106.01.14 - Land Use Definitions, in Order to Establish a Definition for "Family".

Open Public Hearing: Public Hearing opened December 6, 2022 at 6:33 p.m.

**Receive Public Comments:** 

**Close Public Hearing:** 

Take Action on Ordinance No. 1692:

#### **DESCRIPTION:**

#### Background.

Concerns were raised to Staff regarding occupancy of single-family structures and the Town's ability to regulate and enforce these areas to ensure zoning compliance. Chapter 106 - Zoning Ordinance, identifies several different types of residential districts, covering a wide range of densities and home types allowed within each district.

Single-family zoning districts specifically require predominantly detached single-family dwellings, defined as:

A platted lot containing one dwelling unit, not attached to any other dwelling by any means and is surrounded by open space or yards, designed and constructed for occupancy by one family and has no physical connection to a building located on any other separate lot or tract.

Currently, Chapter 106 - Zoning Ordinance does not define "family."

Staff reviewed the zoning ordinances of our comparator cities and identified how each city defines "family". These results were presented during a Town Council workshop on October 18, 2022 where the Council discussed the different definitions and directed Staff to utilize the following definition and rework it in order to more closely align with Town of Little Elm needs:

Family means one or more persons related by blood, marriage, or adoption, or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

Staff then recommended the following definition to the Planning and Zoning Commission during the November 3, 2022 Regular Meeting.

Family means one or more persons related by blood, marriage, or adoption, or a group, not to exceed a maximum of two persons per bedroom, or a total of five persons, not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

The Commission liked the intent of definition but wanted to make changes to ensure a consistent interpretation of the definition.

Based off of direct feedback from the Commission, in coordination with the Town's Attorney, staff recommended the following definition for approval:

Family. (1) one or more persons related by blood, marriage, adoption or guardianship occupying a dwelling unit and living as a single housekeeping unit; or (2) a group of persons not all related by blood, marriage, adoption or guardianship occupying a dwelling unit and living as a single housekeeping unit, but not to exceed two persons per bedroom with a maximum total of five such persons occupying a dwelling unit.

#### **Commission Findings.**

At their regular meeting on November 17, 2022, the Planning and Zoning Commission discussed their concerns with regard to the intent and necessity of establishing the definition for "Family." A lot of the concerns revolved around the sensitive nature of this subject and the perception of what the definition may create. Ultimately, majority of the Commissioners agreed that since the Town has "Single Family" zoning, "Family" should be defined in order to provide Staff with proper zoning tools. The Commission recommended approval of the provided definition, with four in favor and two against.

#### **BUDGET IMPACT:**

This item has no budget impact.

#### **RECOMMENDED ACTION:**

Planning and Zoning Commission recommends approval of the request as presented.

**Attachments** 

Ordinance No. 1692

#### **TOWN OF LITTLE ELM**

#### ORDINANCE NO. 1692

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 106, ZONING ORDINANCE, BY AMENDING SECTION 106.01.14 - LAND USE DEFINITIONS, IN ORDER TO ESTABLISH A DEFINITION FOR "FAMILY"; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHERE AS, 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,** Town staff has recommended proposed textual changes to the Zoning Ordinance; and

**WHEREAS**, the Town's Planning and Zoning Commission and the Town Council of the Town of Little Elm, Texas, in accordance with the state law and the ordinances of the Town, have given the required notices and have held the required public hearings regarding the adoption of the proposed amendments; and

WHEREAS, after due deliberations and consideration of the recommendation of the Town's Planning and Zoning Commission, and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determine the various amendments to the Zoning Ordinance are in the best interest of public health, safety, and welfare of the residents of the Town.

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

**SECTION 1.** <u>INCORPORATION OF PREMISES.</u> The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. AMENDMENT AND ADOPTION.** From and after the effective date of this ordinance, Section 106.01.14 - Land Use Definitions of Chapter 106, Zoning Ordinance, of the Code of Ordinances of the Town of Little Elm, Texas, is hereby amended through the adoption of the following definition:

Family. (1) one or more persons related by blood, marriage, adoption or guardianship occupying a dwelling unit and living as a single housekeeping unit; or (2) a group of persons not all related by blood, marriage, adoption or guardianship occupying a dwelling unit and living as a single housekeeping unit,

but not to exceed two persons per bedroom with a maximum total of five such persons occupying a dwelling unit.

**SECTION 3. 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 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 5. SEVERABILITY.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council of the Town of Little Elm, Texas hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**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 20<sup>th</sup> day of December, 2022.

	The Town of Little Elm, Texas
	Curtis J. Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	



Date: 12/20/2022

Agenda Item #: 5. B.

Department: **Development Services** 

**Strategic Goal:** Promote and expand Little Elm's identity **Staff Contact:** 

#### **AGENDA ITEM:**

Hold Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1695 Regarding a Request to Rezone Approximately 11.193 acres of Land, Currently Zoned as Light Commercial, Generally Located East of the Intersection of FM 423 and Little Elm Parkway, within Little Elm's Town limits, in Order to Establish a New Planned Development District Based on Light Commercial (LC) and Town Home (TH) Districts, with Modified Development Standards, to Allow a New Mixed-Use Development, Comprised of Owner-Occupied Residential Townhome, Retail, Restaurant, and Office Uses.

Fred Gibbs, Director of Development Services

**Open Public Hearing: Receive Public Comments: Close Public Hearing:** Take Action on Ordinance No. 1695:

#### **DESCRIPTION:**

#### Location

Generally located east of the intersection of FM 423 and Little Elm Parkway, within Little Elm's town limits.

Background. Subject property consists of three undeveloped lots, totaling approximately 11.48 acres, currently zoned as Light Commercial (LC) district. The property is surrounded by light commercial, retail, and restaurant type uses to the north, west, and south, and a single-family residential neighborhood to the east. The property abuts a creek with a heavily wooded green are directly to the south. There is no direct public street frontage on this property, which is a major challenge for any future commercial development.

The property owner, Venkat Papudippu, HRK Solutions, has invested in other development in Town and has worked with staff over the last several months to combine these three lots into a potential comprehensive mixed-use development, consisting of commercial and townhome uses, that aligns with the Town's overall goals and visions for the area. The Light Commercial (LC) zoning district

allows mixed-use buildings through the Specific Use Permit (SUP) process, however, the subject property's size, lack of street frontage, and odd shape pose limitations to development in general. As a result, through coordination with Staff, the property owner is proposing to rezoning the property to a new Planned Development district in an effort to provide the most desirable and successful concept plan layout.

**Proposal.** The property owner is proposing to rezone the subject property to a new Planned Development (PD) utilizing the Light Commercial (LC) district for the commercial/retail component, and Townhome (TH) district for the owner-occupied residential townhomes, as the base zoning with certain modified development standards. The proposed development includes several green open spaces, provides street furnishings, a trail connection along the eastern portion of the property, urban street trees, and a landscaped round-about.

The residential component is proposed interior to the entire development, extending along the eastern and southern portions of the subject property. The proposal includes a maximum of 56 townhomes with a typical lot size of 25 feet wide, between 75 and 100 feet deep, and all three stories, or 35 feet, in height. The townhome product is proposed as a mix of modern contemporary building design, to be constructed primarily of brick, with cementitious siding as the secondary material, with glass balcony railings. Each townhome is proposed to have a rooftop deck, some with an additional at-grade patio internal to the unit, and a two-car garage. The townhomes are laid out similarly to an urban style neighborhood with widened sidewalks, street trees, and on-street parking. While the townhomes are required to be owner-occupied, this does not preclude the townhome owner from utilizing the Town's allowance for AirBnB or rental permits.

The property owner is proposing to meet all the requirements of the Townhome (TH) zoning district with the following requested modifications:

- 1. Establish townhome area requirements based on buildings, dwelling units, and site improvements, not individually platted lots.
  - Reduce front yard and rear yard, for all, and side yard at corner building
- 2. Reduce front door entry to be a minimum of 6 inches above sidewalk elevation and include a 20 square-foot stoop.
- 3. Landscape Zones
  - Omit Streetscape Zone 1 where sidewalk is along the back-of-curb and trees are being provided, 1 tree every 50 feet.
  - Reduce Landscape Zone 3 to four feet in width.
- 4. Omit 62-foot right-of-way requirement for streets adjacent to townhomes as streets are proposed to be private

The commercial component consists of four separate lots; each commercial lot meets landscape requirements individually, but shares in the provided on-street parking throughout the overall development. Lot 1 contains a 15,600 square-foot retail building primarily constructed of brick, with cementitious siding and metal as the secondary materials. Lot 2 contains a 2,235 square-foot quick service restaurant with a pick-up window, primarily constructed of brick. Lot 3 contains a 7,475 square-foot retail building, and Lot 4 contains a 7,310 square-foot retail building, both primarily constructed of brick and stone, with cementitious siding as the secondary material. All buildings are proposed as one story, ranging from 25-30 feet in height.

The property owner is proposing to meet all the requirements of the Light Commercial (LC) zoning district with the following requested modifications:

#### 1. Area and Setbacks

- Reduce minimum lot area to 0.75 acres
- Reduce the front yard setback to 10 feet.

#### 2. Parking

- Establish a commercial parking ratio of 1 space per 200 square feet of floor area for all uses.
- Reduce standard parking space width to 9 feet.
- 3. Allow a quick serve pick-up window to face public right-of-way on Lot 2 only.
- 4. Reduce landscape islands on Lot 1 only.

Understanding the importance of the commercial component for this area, the PD Narrative captures the requirement for at least two of the commercial buildings being under construction prior to the developer being able to obtain any building permits for the townhomes.

The following sections will outline how each component of the proposed development is meeting, or deviating from, the current development standards.

**Uses.** Townhomes and retail/commercial uses are is allowed within the Townhome (TH) and Light Commercial (LC) zoning districts, respectively. Quick service restaurants with drive-thrus are allowed through a Specific Use Permit (SUP). This PD request will capture Lot 2 as having a quick services restaurant with a pickup window as shown on the plans, but any future tenant would be required to come back through the zoning process if site plan or operational changes are made.

#### Area Requirements.

**Townhomes.** This section is challenging to compare because the overall development, in coordination with the Town's engineering department, proposes private streets, whereas the Townhome (TH) district outlines setbacks from the public right-of-way and requires individually platted lots. In owner-occupied developments where lots are not individually platted, a condo plat is utilized, so the development consists of one large lot with individually platted building footprints to be owned by the occupant. In an effort to provide a comparison, as well as provide the option for individually platted lots in case of future right-of-way establishment, the PD Ordinance would include two sets of regulations for the different scenarios. While the two sets of numbers vary, the actual site layout would not change, for a clear comparison the below table only highlights the requirements of individually platted lots and how they vary from the code.

Development Standards	Proposed	<b>Townhome District</b>
Maximum height	45'	45
Maximum height adjacent to Singe-Family	37'	-
Minimum front yard setback	5'	6'
Maximum front yard setback	12'	12'
Minimum side yard setback	5'	5'
Minimum side yard setback on corner	0'	15'
Minimum rear yard setback	0'	20'
Minimum rear fence setback	5'	5'
Minimum dwelling width	25'	25'
Minimum dwelling depth	70'	100'
Maximum block length	600'	600'
Minimum number of garage spaces per unit	2	2
Number of other parking spaces per unit	0.3	.3

Additionally, front door entry is required to be located a minimum of two feet above the sidewalk elevation and include a minimum 24 square foot stoop. The property owner requests to reduce these requirements to 6 inches above sidewalk elevation and 20 square-foot stoop.

The modified standards result primarily from the Townhome (TH) district being a more traditional concept and the proposed development overall offering a more urban row-house inspired, pedestrian friendly environment where the buildings are attached, brought closer to the street, and have alleys in the back.

**Commercial.** The table below highlights how the proposed PD setback and area requirements vary from the code.

	Light
	Commercial (LC)
60'	60'
37'	-
10'	10'
100'	30'
No minimum	80'
5'	20'
No minimum	No minimum
35'	35'
50'	50'
0.75 acres	1 acre
	37' 10' 100' No minimum 5' No minimum 35' 50'

Additionally, Chapter 106 was recently changed to establish site criteria for auto oriented uses such as quick service restaurant drive-thrus. The adopted site criteria require the ordering and pickup areas to be located as to not face the street. Due to the size limitation of Lot 2, as well as the very specific operational layout of the tenant ready to move in to this site, the proposed pick-up window, while not a true drive-thru operation, would be located on the facade that faces FM 423. In working with the property owner and their team, based on these limitations, there was not an opportunity to relocate the pick-up window. If approved, the PD Ordinance will specifically capture the pickup window component as only being allowed for this specific type of operation and only on Lot 2 of the overall development.

The modified standards result primarily from the proposed development offering a more compact urban environment with private streets than a traditional standalone commercial strip center.

#### Design Standards.

**Townhomes.** Proposed elevations show the townhomes as a mix of modern contemporary architecture with tripartite design, to be constructed primarily of brick, with cementitious siding as the secondary material, with glass balcony railings, fully complying with the requirements of the Townhome (TH) district.

**Commercial.** Proposed elevations for Lot 1 show the building as a mix of modern contemporary architecture with tripartite design, to be constructed primarily of brick, with cementitious siding and metal as the secondary materials being used at around 25% each of the total facade. This exceeds the 20% allowance on each facade for cementitious siding, and metal as an accent material only.

Proposed elevations for Lot 2 show the building with tripartite design, to be constructed primarily of brick, with different color differentiation.

Proposed elevations for Lot 3 and 4 show the building as a mix of modern contemporary architecture, to be constructed primarily of brick and manufactured stone, with cementitious siding as the secondary material being used at around 25% of each facade. This slightly exceeds the 20% allowance on each facade.

Most of the proposed commercial buildings do not directly front onto a public right-of-way. The proposed retail buildings offer a unique design, not seen anywhere else in Town. The modern contemporary style is far from the traditional architecture on which the Town's typical standards are based, and offers a different type of architectural product.

#### Landscaping.

**Townhomes.** The proposed landscaping will be in compliance with the Townhome district, as well as the general Landscape Ordinance requirements with the exception of the following modified front yard landscape zone requirements. Three front yard landscape zones are required between back of curb and the building line.

Streetscape Zone 1 requires a minimum five-foot-wide area adjacent to the back-of-curb for trees, street furniture, and a one-foot dismount strip. For every three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required. The intent is allow for provision of trees along the street frontage as well as allow passengers to be able to get out of the vehicle onto a paved area and not a landscaped buffer.

The property owner is proposing to omit this particular zone but still provide the intent through the provision of a six-foot sidewalk along the back-of-curb with incorporated tree islands spaced every 50 feet within the on-street parking zone. Bike racks, trash receptacles, benches, and lighted bollards will be provided accordingly, and samples of the potential types of furnishings are included in this PD.

Sidewalk Zone 2 requires a minimum six-foot-wide clear sidewalk, which is being provided. Landscape Zone 3 requires a minimum six-foot landscape/patio area adjacent to the building. Property owner is proposing to reduce this area to four feet.

Screening will be provided between the back of the townhomes and the adjacent pen space and residential neighborhood by form of wroguht iron fence, with masonry columns, and andscaping.

**Commercial.** The proposed landscaping will be in compliance with the general Landscape Ordinance requirements with the exception of Lot 1 having a row of parking with 11 spaces in the front and a row of parking ith 13 spaces in the back of the building on Lot 1. The intent of the requirement for a landscape island every 10 spaces is to provide a shade tree in an effort to provide relief from the sun, as well as to avoid a concrete sea of parking. The locations of these parking rows include shade trees within similar proximity, meeting the intent of the requirement in general.

#### Parking.

**Townhomes.** Townhomes are required to provide a two-car garage for every unit as well as an additional .3 spaces per unit. Each townhome is proposed with a two-car garage with additional on-street parallel parking in excess of the requirement.

**Commercial.** Parking requirements are 1 space for 100 square feet for restaurant uses (in larger developments where restaurants and retail uses are present together, the restaurant

ratio is allowed to decrease to 1 space per 200 square feet); 1 space per 200 square feet for retail or personal uses; and 1 space per 300 square feet for office use. Parking spaces in new commercial developments are required to be provided at 10 feet wide by 20 feet long.

Due to the limited size and the more pedestrian friendly nature of the site layout worked out with Staff, the applicant is proposing to establish a commercial parking ratio of 1 space per 200 square feet of floor area for all commercial uses, allowing the parking to be shared across lot lines, similarly to the Lakefront District. Parking space sizes are also being proposed at 9 feet wide by 20 feet long, the size of parking spaces on the commercial properties adjacent to this development, and the size of parking spaces that has been recently allowed for new developments around Town through the PD process.

Streets and Subdivision Requirements. Streets adjacent to townhomes are required to have a minimum of 62-foot right-of-way, with all townhomes being platted on individual lots and require public street or public easement frontage, and shall not have both front and rear street frontage. The proposed development is unique in that it would provide private streets and likely a condo plat in order to facilitate construction. The private streets would still be required to meet the Town's construction requirements, but do not necessarily have to be 62 feet wide like public right-of-way. The Town's Engineer has coordinated with the applicant to ensure all subdivision requirements would still be met with the provision of the private streets and likely a condo plat, where each townhome building is owned by the resident but the overall green spaces and parkways are owned and maintained by the Homeowners Association. The intent of these requirements is still being met and all subdivision requirements would be enforced during the platting process.

**Signage.** The property owner is also proposing to include additional signage requirements as they relate to detached monument signs. The proposed development would allow up to four monument signs at the general locations provided on the plans, not to exceed 8 feet by 12 feet, and allow all tenants of the overall development to be able to utilize the space on these signs, regardless of whether they are located on that particular lot.

**Fire.** Fire and Engineering have reviewed the proposed plans and determined them to be acceptable for the purposes of this rezoning request. This is not an approval of any of the plans for construction.

**Comprehensive Plan.** The Comprehensive Plan envisions this area as commercial/retail uses.

Recommendation to Commission. The intersection of FM 423 and Little Elm Parkway serves as a commercial retail center, providing a variety of retail, service, and related uses necessary for the surrounding residential neighborhoods. The existing commercial framework developed around the subject property, currently zoned as Light Commercial (LC), creating future development challenges, thus leaving it vacant as development grew around it. The subject property location and depth, distance off the street, pose challenges for any fully commercial development, unless developed for a big box user. The proposed mixed-use development aims to provide the commercial uses where they would still be viable, in terms of street proximity, utilizing the remaining internal area for owner-occupied townhomes in an effort to create a transitional buffer to the single-family residential neighborhood, approximately 70 feet to the east. The proposed project utilizes a pedestrian friendly design, providing for multiple green spaces, tree-lined parkways, street furnishings, sidewalk connections, as well as a trail connection to the Town's existing trail along Cottonwood Branch Creek. The proposed development also incorporates a unique mix of moderate contemporary architecture, providing a different type of building design and overall site aesthetic then elsewhere in the Town.

This request is the prime example of why the PD process is an option for developers. Most of the requested modifications to the development standards stem from the site's limitations like shape, size, and depth from the street, as well as incorporating the residential component, and simply not being able to fit within the confines of one predefined zoning district. Despite the requested variations from the base zoning, the proposed development still predominantly meets the intent of the requirements as well as the Comprehensive Plan. Any future development on this property would likely require going through the PD process, however, Staff believes the currently proposed development provides the highest and best uses for the undeveloped land in this location; especially in how it provides a transitional residential buffer, connects to the existing commercial lots, provides tree-lined parkways as a form of internal circulation, and connects to the existing trail system. The property owner has worked diligently with Staff in order to configure the site and internal circulation, provide open space, and overall quality of building, site, and landscape design, intended to elevate the value of this area.

Because the Comprehensive Plan calls for this property to be developed as commercial/retail, Staff recognizes the importance of the commercial component of this project, therefore, the PD Narrative specifically states that at least two of the commercial buildings must be under construction prior to any of the townhomes being able to obtain a building permit.

That being said, there are a couple of outstanding items that, due to time limitations, are still being worked out. If the Commission moves in the direction of approval, Staff believes these should be considered as minor conditions of the approval, prior to going in front of Town Council, allowing the item to continue moving forward.

- 1. A screening mechanism in the form of a wrought iron fence, and/or masonry wall, or mix of both, with evergreen shrubs shall be provided along the eastern perimeter of the site; clearly identified on the plans and within the PD Narrative.
- 2. Due to the large size of the development plans package, there seems to be an error with some of the layers on certain pages, outlined within the attached documents; this needs to be cleaned up.

Staff recommended the Planning and Zoning Commission discuss and weigh the importance of the modifications from which the applicant is requesting to vary and proposed development overall, and consider this request based on the Town's goals and vision in general.

Commission Findings. At their regular meeting on November 17, 2022, the Planning and Zoning Commission discussed parking calculations, building heights, and the proposed drive-thru, voicing concerns over safety and limited visibility in the adjacent area to east, between the next subdivision. The Commission discussed the preference for a wrought iron fence on the east side of the property as well as limiting the height of the Townhomes on that side to 37 feet. The applicant had addressed Staff recommendations prior to the Commission meeting, so the Commission recommended approval with the following conditions, with six in favor and zero against.

- 1. Change the requirement for screening to be provided along the eastern boundary of the development, adjacent to Town-owned open space, in the form of 8' masonry to wrought iron and/or landscaping, to be reviewed and approved at the discretion of the Director of Development Services, and;
- 2. Limit the height of the easternmost Townhomes to 37 feet.

These items were acceptable to the applicant, therefore the PD Ordinance narrative being presented at this time already incorporates these requirements, and there are no conditions to carry over from the Commission meeting.

#### **BUDGET IMPACT:**

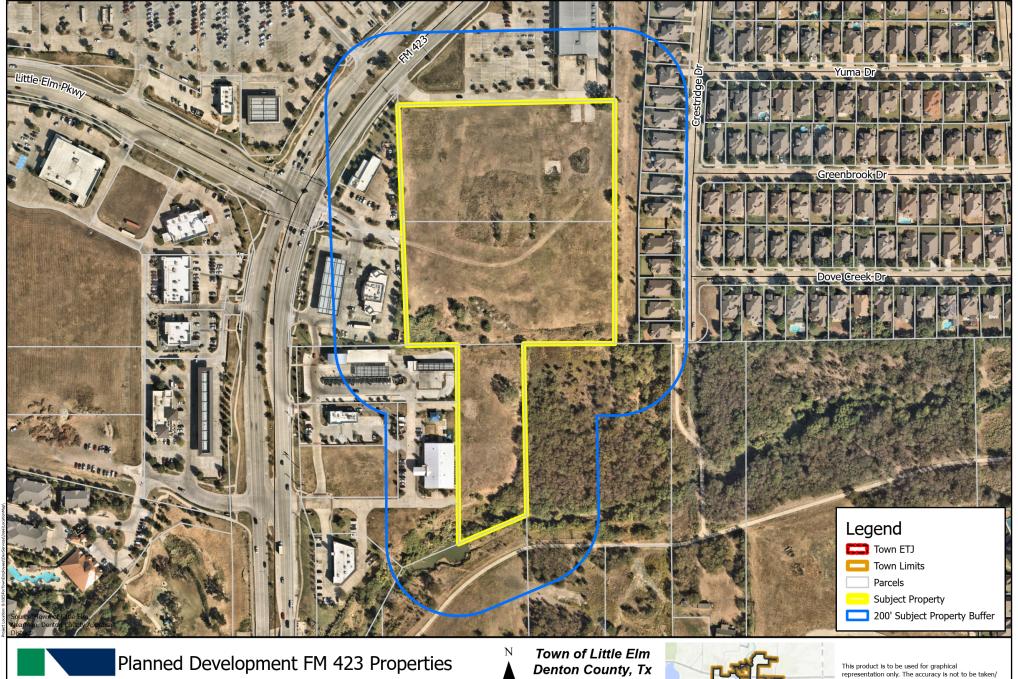
This item has no budget impact.

#### **RECOMMENDED ACTION:**

The Planning and Zoning Commission recommends approval of the requested PD as presented.

#### **Attachments**

Location Map Ordinance No. 1696





Date: 11/7/2022



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.

LITTLE ELM

80 160 320 Feet

# TOWN OF LITTLE ELM ORDINANCE NO. 1695

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LLIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL AND TOWNHOME (PD-LFTH) DISTRICT IN ORDER TO ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 11.193 ACRES OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF FM 423 AND LITTLE ELM 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-Lakefront (PD-LFTH) with modified development standards on approximately 11.193 acres of land, more specifically described in the exhibits, attached hereto; and

**WHEREAS**, this zoning change is in 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 November 17, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LCTH), Case No. PD-22-03911); 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 and Townhome (PD-LCTH) with modified development standards in order to allow new mixed-use commercial and residential development with modified development standards generally located east of the intersection of FM 423 and Little Elm Parkway, within Little Elm Town limits, approximately 11.193 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) and Townhome (TH) Districts, 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. 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 20<sup>th</sup> day of December, 2022.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

## Exhibit A

Metes and Bounds

#### Exhibit A

#### Metes and Bounds

**BEING** a tract of land situated in the William McFadden Survey, Abstract No. 893, and the Christian Borhmann Survey, Abstract No. 86, Town of Little Elm, Denton County, Texas, and being all of Lot 2R, Block 1, Replat of the Little Elm Landscape Center Lot 2R, Block 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-2266, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of Lot 4, Block 1, Replat of the Little Elm Landscape Center, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 707, P.R.D.C.T., and being all of a called 2.207 acre tract of land designated as "Tract I" in a Special Warranty Deed to HRK Realty, LLC, recorded in Document No. 2018-73726, Official Records, Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "SCI" found at the southwest corner of said Lot 4, Block 1, and the southeast corner of Lot 2, Block A, QT 920 Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2012-158, P.R.D.C.T., and being in the north line of Lot 1, Block 1, Victory at Creekside Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-193, P.R.D.C.T.;

**THENCE** North 02°58'51" West, with the east line of said Lot 2, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 301.34 feet, the northeast corner of said Lot 2, Block A, same being the southeast corner of Lot 1, Block A of said QT 920 Addition, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 342.13 feet, a 1/2" iron rod found at the northwest corner of said Lot 4, Block 1, same being at the southwest corner of said Lot 2R, Block 1, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 2R, Block 1 for a total distance of 677.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set (hereinafter called 5/8" iron rod set) at the northwest corner of said Lot 2R, Block 1, and being at the southwest corner of Lot 1R, Block 1 of said Replat of the Little Elm Landscape Center;

**THENCE** North 88°36'10" East, with the north line of said Lot 2R, Block 1, and the south line of said Lot 1R, Block 1, a distance of 602.87 feet to a 5/8" iron rod set at the northeast corner of said Lot 2R, Block 1, and the southeast corner of said Lot 1R, Block 1, and being in the west line of Lot 44, Block B, Eldorado Estates, Phase IV, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 830, P.R.D.C.T.;

**THENCE** South 01°23'50" East, with the east line of said Lot 2R, Block 1, and the west line of said Lot 44, passing at distance of 344.30 feet, the southeast corner of said Lot 2R, Block 1, same being the northeast corner of said Lot 4, Block 1, and continuing with the east line of said Lot 4, Block 1, and the west line of said Lot 44 for a total distance of 685.86 feet to a point for corner

at the southeast corner of said Lot 4, Block 1, same being the southwest corner of said Lot 44, and being in the north line of a called 9.3361 acre tract of land described in a Special Warranty Deed to Tarrant Assurance Residential Limited Partnership, recorded in Document No. 2011-41820, O.R.D.C.T.;

**THENCE** South 89°28'47" West, with the south line of said Lot 4, Block 1, and the north line of said 9.3361 acre tract, a distance of 260.84 feet to a 5/8" iron rod set at the northwest corner of said 9.3361 acre tract, same being the northeast corner of the aforementioned 2.207 acre tract;

**THENCE** South 01°00'13" East, with the west line of said 9.3361 acre tract and the east line of said 2.207 acre tract, a distance of 471.91 feet to a point in a creek at the southeast corner of said 2.207 acre tract;

**THENCE** South 66°54'51" West, with the south line of said 2.207 acre tract, a distance of 205.97 feet to a point for corner in said creek, same being the southeast corner of Lot 4, Block 1, of the aforementioned Victory at Creekside Addition;

**THENCE** North 00°17'34" West, with the east line of said Lot 4, passing at a distance of 110.85 feet, the northeast corner of said Lot 4, same being the southeast corner of Lot 3, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 3, passing at a distance of 394.20 feet, the northeast corner of said Lot 3, same being the southeast corner of Lot 1, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 1 for a total distance of 552.58 feet to a 1/2" iron rod found at the northeast corner of said Lot 1;

**THENCE** South 88°48'19" West, with the north line of said Lot 1, Block 1, a distance of 139.37 feet to the POINT OF BEGINNING and containing a computed area 499,986 square feet or 11.4781 acres of land.

## **Exhibit B**

PD Standards

## **VISTAS AT SILVERCREEK**

## PLANNED DEVELOPMENT REGULATIONS

**DATE: NOVEMBER 2022** 

#### PREPARED BY:



13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700

DALLAS, TEXAS 75240

972-770-1300

TBPE FIRM # 928

## VISTAS AT SILVERCREEK PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 11.48 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a community of residential townhomes, significant open space within the community, and a mixture of light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways. In order to continue to promote growth and identity of the Town's overall commercial sector, as well as this area specifically, importance is placed on the provision of the commercial component of this project. Therefore, at least two (2) of the four (4) commercial use buildings shown on the Concept Plan attached hereto as Exhibit C shall be under construction prior to building permit approval of any of the townhome lots. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) and Townhome (TH) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. 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 otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the 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 this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

#### **Project Location**

The proposed PD is located east of the intersection of FM 423 and Little Elm Parkway. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the north, west, and south, and single-family residential use to the east. This PD will provide the opportunity to develop the following:

- Townhome (TH) zoning with a maximum of 56 townhome lots with a typical lot size of twenty-five (25) feet wide and, between, seventy-five (75) to one hundred (100) feet deep.
- Light Commercial (LC) zoning with a maximum of 4 buildings at varying lot sizes.

#### **EXHIBIT B**

## PLANNED DEVELOPMENT DISTRICT STANDARDS

#### **GENERAL CONDITIONS FOR PD-TH:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Townhome district is to allow an owner-occupied townhome neighborhood with integrated open space on a portion of the property. The statement that the townhomes are owner-occupied shall not preclude an owner from renting or leasing their townhome in accordance with the Town's Rental Property Registration or Short-Term Rental Registration processes.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in section 106.05.01(a), "schedule of uses residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Townhome (TH) zoning district, unless otherwise specified herein.
- 4) On-Street Parking. Parallel parking shall be provided along the curb adjacent to the front façade of the townhomes, or in the right-of-way, and can be counted toward the minimum number of parking spaces required per unit and toward the parking requirements for the commercial component of the development, as outlined within Exhibit C.
- 5) Front Door Entry. The front door entry shall be located a minimum of 6 inches above the sidewalk elevation and include a minimum 20 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a landscaped area separating the private area from the public sidewalk area.

#### 6) Height and Area Regulations.

- a. The townhome component of the Vistas at Silvercreek will be platted in accordance with the Town's Subdivision Ordinance.
  - i) If the individual dwelling units of the townhome component of Vistas at Silvercreek are not platted into individual residential lots, the reference to setbacks shall be used as building separation from other buildings and from the private street or alley. The height of the buildings, the minimum dimensions of the buildings, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards – Not Platte	ed Individually
Maximum height	45'
	271
Maximum height adjacent to Singe-Family	37'
Minimum front yard setback	
(Measured from front of building to back of curb) <sup>1</sup>	12'
Maximum front yard setback	
(Measured from front of building to back of curb) <sup>1</sup>	20'
Minimum side yard setback	
(Measured between buildings)	10'
Minimum side yard setback on corner	
(Measured from building to back of curb)	10'
Minimum rear yard setback	
(Measured from building to adjacent alley or private street)	0'
Minimum rear fence setback	
(Measured from adjacent alley or private street)	5'
Minimum dwelling width	25'
Minimum dwelling depth	60'
Maximum block length	600'
Minimum number of garage spaces per unit <sup>2</sup>	2
Number of other parking spaces per unit	0.3

*Note 1.* Required front entry stoops can be located within the front yard setback. *Note 2.* Garages may not be used for living quarters.

ii) If the individual dwelling units of the townhome component of Vistas at Silvercreek are platted into individual residential lots, the height of the buildings, the minimum lot dimensions, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards					
Maximum height	45'				
Maximum height adjacent to Singe-Family	37'				
6 Minimum front yard setback <sup>1</sup>	5'				
Maximum front yard setback <sup>1</sup>	12'				
Minimum side yard setback	5'				
15 Minimum side yard setback on corner	0'				
20 Minimum rear yard setback	0'				
Minimum rear fence setback	5'				
Minimum lot width (at building line)	25'				
Minimum lot depth	70'				
100 Maximum block length	600'				
Minimum number of garage spaces per unit <sup>2</sup>	2				
Number of other parking spaces per unit <sup>3</sup>	0.3				

- *Note 1.* Required front entry stoops can be located within the front yard setback.
- Note 2. Garages may not be used for living quarters.
- 7) Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

#### 8) Landscape and Screening Requirements.

- a. Front yard landscape zones. Three zones are required between back of curb and the building line, as described below:
  - (1) Streetscape zone (1). A minimum five-foot-wide area adjacent to the back-of-curb for trees and street furniture. An urban tree shall be provided for every 50 feet in the streetscape zone. For every three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required. The five-foot-wide area adjacent to

the back-of-curb may be omitted, except along the main drive aisle, west to east, as long as urban trees are still being provided at a distance not to exceed 3 parallel parking stalls.

- ii) Sidewalk zone (2). A minimum six-foot-wide clear sidewalk.
- iii) Landscape zone (3). A minimum four-foot landscape/patio area adjacent to the building. In order to differentiate the different zones (public v. private) of the sidewalk, townhome may construct a three-foot-high wrought iron, masonry, or cast stone fence. Balcony and patio railings and fences shall be largely transparent and constructed of tempered glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.
- b. Rear yard setback landscaping. Where a rear building setback is provided, one urban tree is required. Townhomes having rear garage entry from an alley, rear yard setback landscaping is not required.
- c. A 10' trail connection shall be provided by the townhome developer to the southeast corner of the easterly adjacent property owned by the Town of Little Elm. The connection of the proposed trail to the existing trail at the south end of Crestridge Drive shall be provided by the townhome developer or funded through an escrow account at an amount agreed to between the Town of Little Elm and townhome developer.
- d. Tree mitigation plan is included within Exhibit C.
- e. Screening will be provided along the eastern boundary of the development, adjacent to Town-owned open space, in the form of 8' masonry, wrought iron, and/or landscaping, as reviewed and approved by the Director.
- f. All other landscaping and screening 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.
- 9) Homeowners Association. A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, required landscape, and parkway areas, retaining walls, and screening walls will be owned and maintained by the HOA.
- 10) Open Space Requirements. A minimum of ten percent (10%) of the area dedicated to townhome use shall be devoted to open space.

- 11) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.04 Architectural standards for multifamily structures (including townhomes and patio homes), shall be met unless otherwise stated herein.
  - a. Minimum Masonry Requirement. Exterior facades will be at least 85% masonry (brick and stone) on the ground floor. Exterior facades for all floors above, in total, must be at least 50% (brick and stone), with the rest allowed as large format masonry panels (Nichiha or equal).
  - b. Garage Doors will be painted or stained cedar wood doors.
  - c. Front entry doors to the home shall be 8' in height.
  - d. The architectural exhibits provided in this PD, depicting the exterior facades of the townhomes, are incorporated herein to demonstrate the elevations to be constructed. Minor variations that do not significantly alter the intent of these exhibits may be administratively approved at the discretion of the Director.

#### **GENERAL CONDITIONS FOR PD-LC:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Light Commercial district is to allow the commercial component of the mixed-use development, in the form of four commercial/retail buildings on individual commercial lots cohesively tying into the overall development framework.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in Section 106.05.01(b), "Schedule of Uses Nonresidential"
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.
- 4) Height and Area Regulations.
  - a. The commercial buildings of Vistas at Silvercreek will be platted into individual commercial lots. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area shall be as follows:

LC Light Commercial District Development Standards					
Maximum height	60'				
Minimum front yard setback	10'				
Maximum front yard setback	30'				
Minimum side yard setback	No minimum				
Minimum side yard setback adjacent to residential	20'				
Minimum rear yard setback	No minimum				
Minimum rear yard setback adjacent to residential	35'				
Minimum lot width	50'				
Minimum lot area	0.75 acres				

- 5) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.05 Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, etc.), shall be met unless otherwise stated herein.
  - i) Large format masonry panels (Nichiha or equal) not to exceed 25% per façade.
  - ii) Metal not to exceed 25% per façade on Lot 1.

- 6) <u>Parking standards.</u> All applicable provisions of Division 4. Parking, Stacking, And Loading Standards, shall be met unless otherwise stated herein.
  - i) Minimum dimensions for standard parking space: 9 feet by 20 feet
  - ii) Minimum dimensions for a parallel parking space: 8 feet by 22 feet.
  - iii) An established parking ratio of 1 space per 200 square feet of floor area shall be applicable to all commercial uses. Parking requirements per building can be met by utilizing spaces from other lots within the PD area, including excess street parking within the townhome component, so long as the total parking provided allows each building to meet the established parking ratio. The overall parking requirement shall be calculated based on a combined commercial square footage within the PD area.
  - iv) Infrastructure for electric charging stations. Infrastructure for one electric charging station shall be provided for each 25 parking spaces or fraction thereof on the commercial lots.
  - v) Drive-Thru Design Standards Specific to Lot 2.
    - (1) Drive-thru windows shall not be oriented such that they face a public right-of-way. If a quick serve restaurant is to provide a window for preordered pick-up purposes only, the pick-up window may face a public right of way, provided the pick-up window façade has a storefront appearance. The façade shall incorporate architectural requirements for a commercial storefront per section 106.06.05 and is subject to staff approval.
    - (2) If drive-thru windows are proposed for other lots, then the current, at the time of request, Town of Little Elm entitlement process shall be followed.
- 7) Commercial Landscape and Screening Requirements.
   All applicable provisions of Sec. 106.06.18 Commercial Landscape Requirements

and Sec. 106.06.31 - Screening, shall be met unless otherwise stated herein.

i) Parking lot island spacing. Planting islands shall be provided every 10 parking stalls, with the exception of Lot 1. Lot 1 parking islands shall not exceed 13 spaces between islands south of commercial Building 1, or 11 spaces between islands on the north side of commercial Building 1.

- 8) <u>Signage.</u> All applicable provisions of Chapter 86 Sign Ordinance, shall be met unless otherwise stated herein.
  - a. Up to 4 monument signs may be provided within the limits of the PD area.
  - b. Monument sign locations shall generally conform to the locations shown on the site plan in Exhibit B, or in a location approved by Town staff.
  - c. Monument signs shall be a maximum of 8' in height and 12' in length.
  - d. Monument signs may be multi-tenant signs that include some or all of the tenants within the overall mixed-use development of Vistas at Silvercreek.

#### WAIVERS FOR PD:

#### Townhome District:

- 1. Waiver to establish townhome area requirements based on buildings, dwelling units, and site improvements, not on individual platted lots. Requirements as listed above in Exhibit B.
- 2. Waiver to omit street zone 1 where sidewalk is adjacent to back of curb.
- 3. Waiver to decrease side yard at corner building to 10 feet and omit street zones referenced in Exhibit B.
- 4. Waiver to increase distance between urban trees in street zone 1 to 50'.
- 5. Waiver to reduce landscape zone 3 to 4'.
- 6. Waiver to reduce front door entry to be a minimum of 6" above sidewalk elevation and include a 20 square foot stoop.
- 7. Waiver to omit 62-foot right-of-way where streets are adjacent to townhomes.

#### Light Commercial district:

- 1. Waiver to reduce minimum light commercial lot area to 0.75 acres.
- 2. Waiver to establish a commercial parking ratio of 1 space per 200 square feet of floor area for all uses.
- 3. Waiver to reduce the front yard setback for light commercial lots to 10'.
- 4. Waiver to reduce standard parking space width to 9'.
- 5. Waiver to allow a quick serve pick-up window to face public right-of-way on Lot 2 only.
- Waiver to allow 13 spaces between islands behind commercial Building 1, and 11 spaces between islands within the double head in row of parking in front of commercial Building 1

## **Exhibit C**

**Development Plans** 

## SITE PLAN

FOR

# VISTAS AT SILVERCREEK

TOWN OF LITTLE ELM DENTON COUNTY, TEXAS

## PLANS SUBMITTAL/REVIEW LOG

FIRST SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

06/07/2022

SECOND SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

08/10/2022

THIRD SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

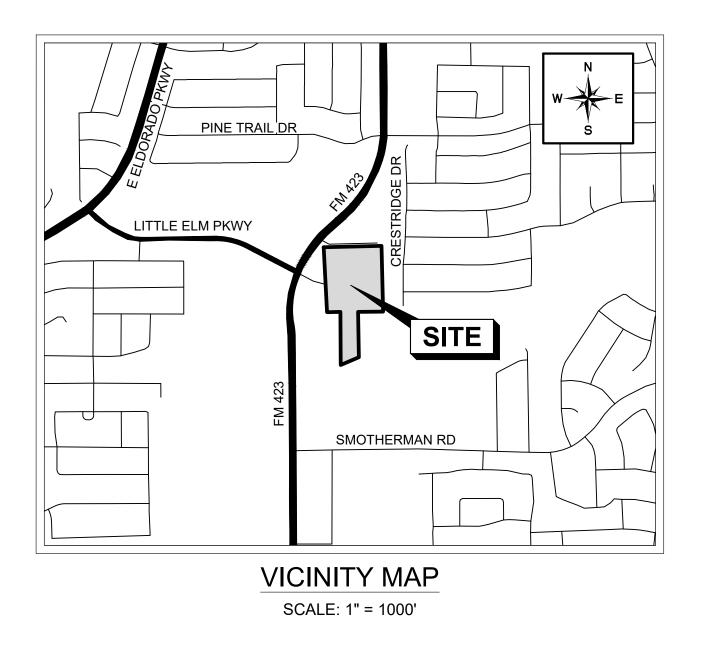
10/04/2022

FOURTH SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

11/02/2022

FIFTH SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

11/30/2022



SHEET LIST				
Sheet Number	Sheet Title			
CP-1	COVER SHEET			
CP-2	CONCEPT PLAN			
CP-3	ENGINEERING AND GRADING PLAN			

## <u>OWNER</u>

FM423 PROPERTIES LLC 8479 KARA CREEK RD FRISCO, TEXAS 75036 PHONE: (925) 895-1785

CONTACT: VENKAT PAPUDIPPU

## **ARCHITECT**

BSB DESIGN, INC

8825 COLEMAN BLVD FRISCO, TEXAS 75034 PHONE: (469) 729-2729 CONTACT: CHAD RINEY

## **ENGINEER**

## **Kimley** » Horn

13455 NOEL ROAD TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75251 PHONE: (972) 770-1363 CONTACT: JEFFREY DOLIAN, P.E. FIRM NO. F-928

NOVEMBER 2022

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
www.kimley-Horn.com

FOR REVIEW ONLY
NOT FOR CONSTRUCTION PURPOSES
Kimley >>> Horn

Engineer \_\_\_\_\_\_ JEFFREY W. DOLIAN
P.E. No. \_\_\_\_\_\_ 114926 \_\_\_\_\_ Date \_\_\_\_\_\_ 11/30/2022

DATE

NOVEMBER 2022

SCALE AS SHOWN

DESIGNED BY MRS

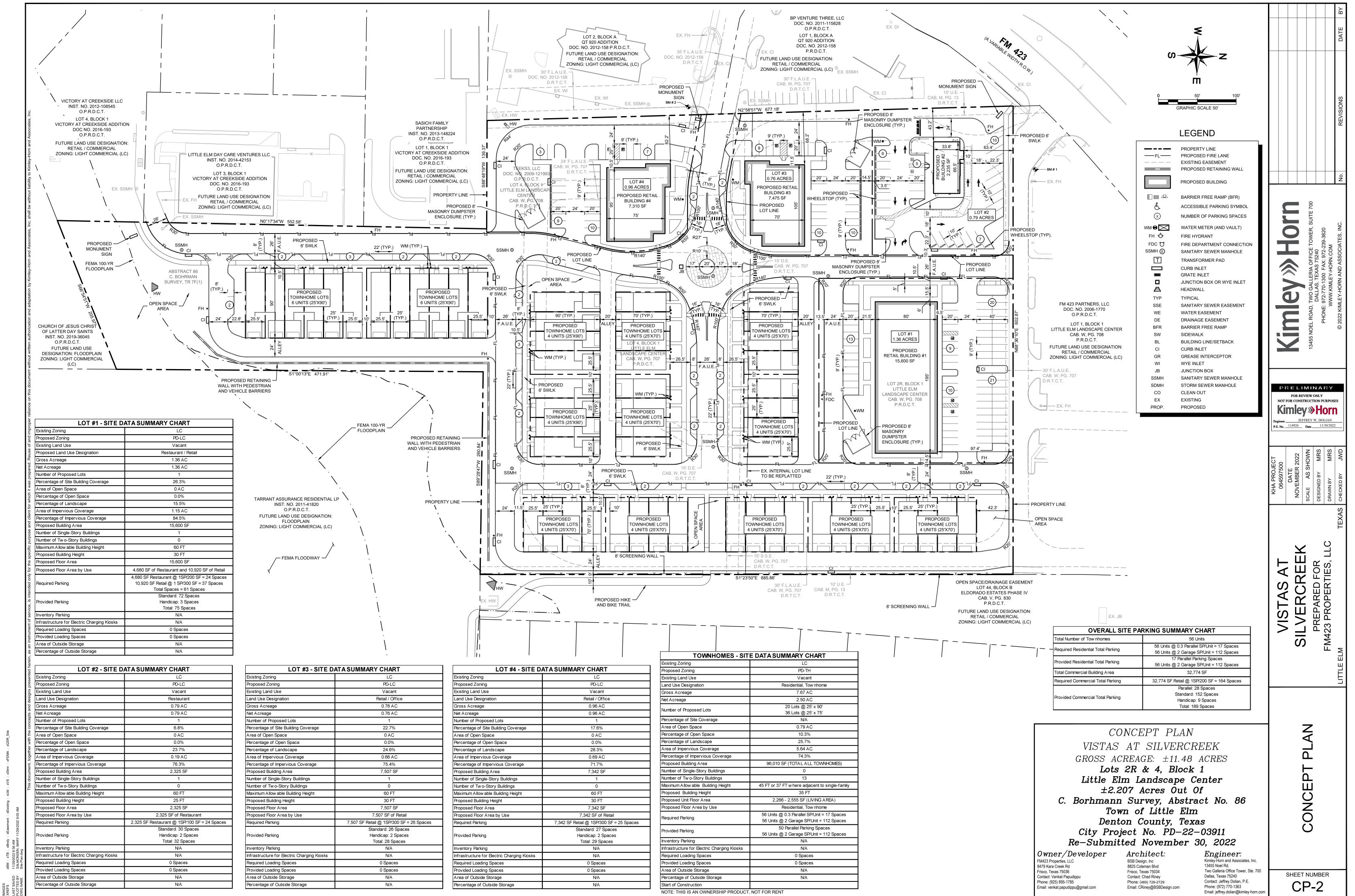
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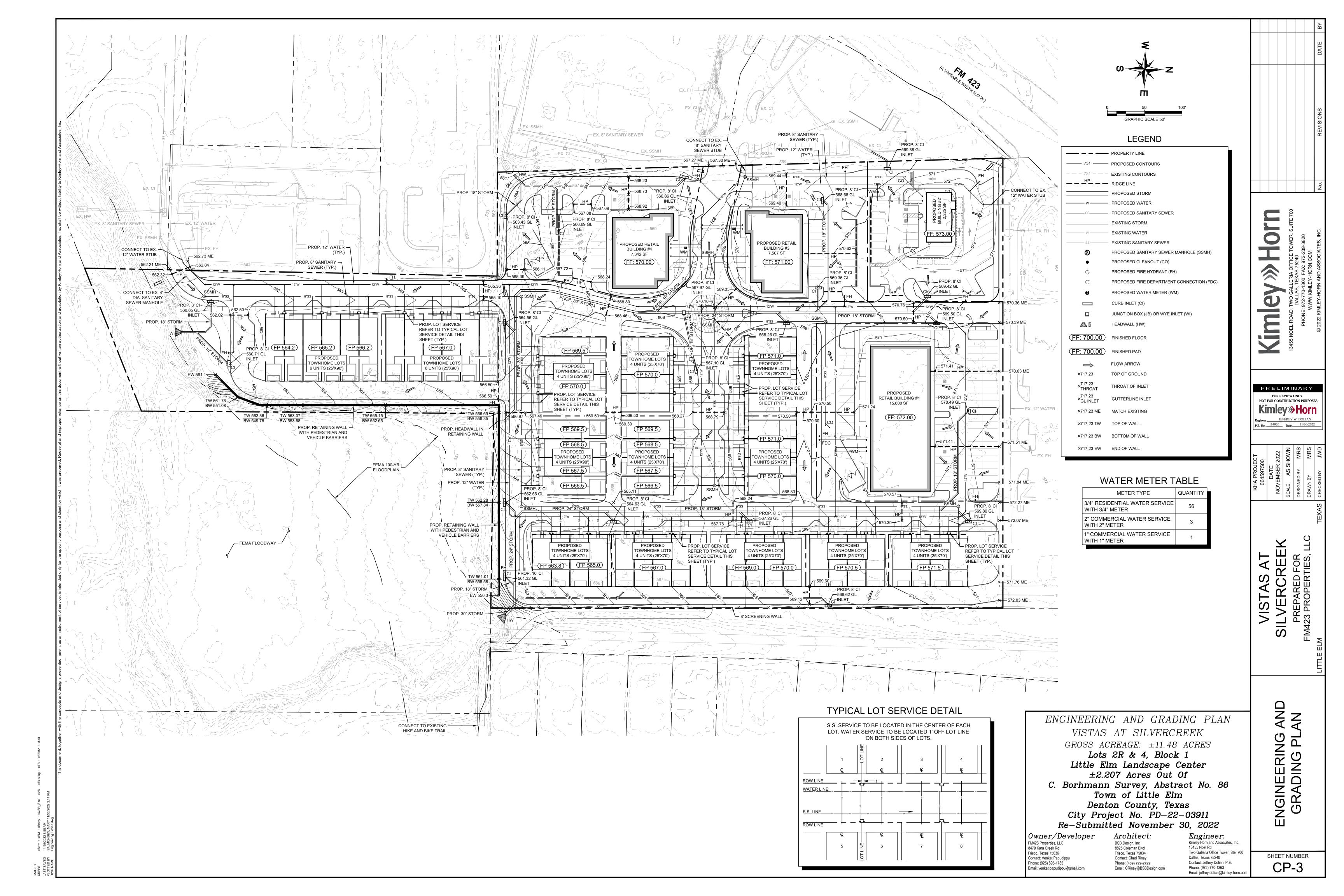
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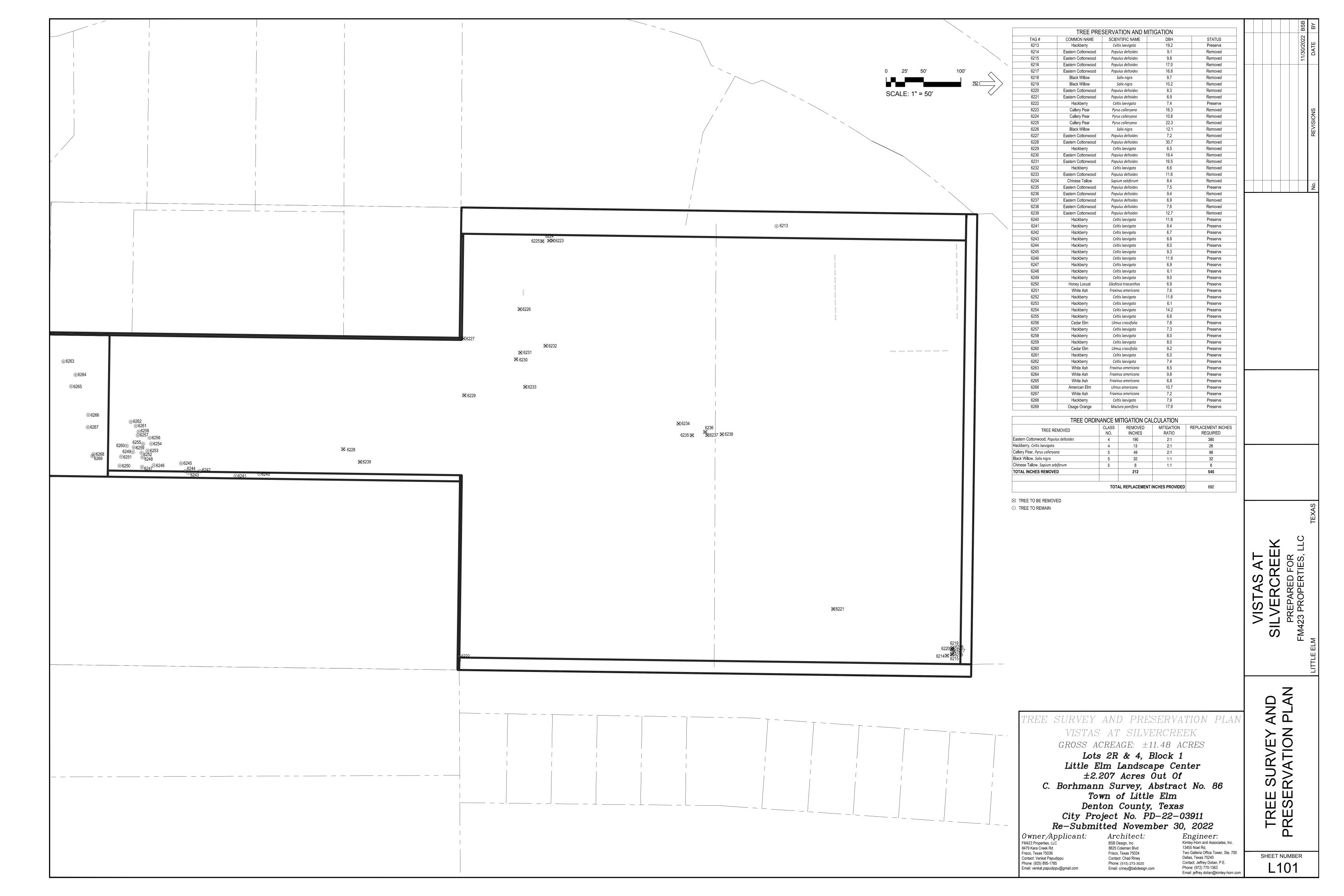
COVER SHEET

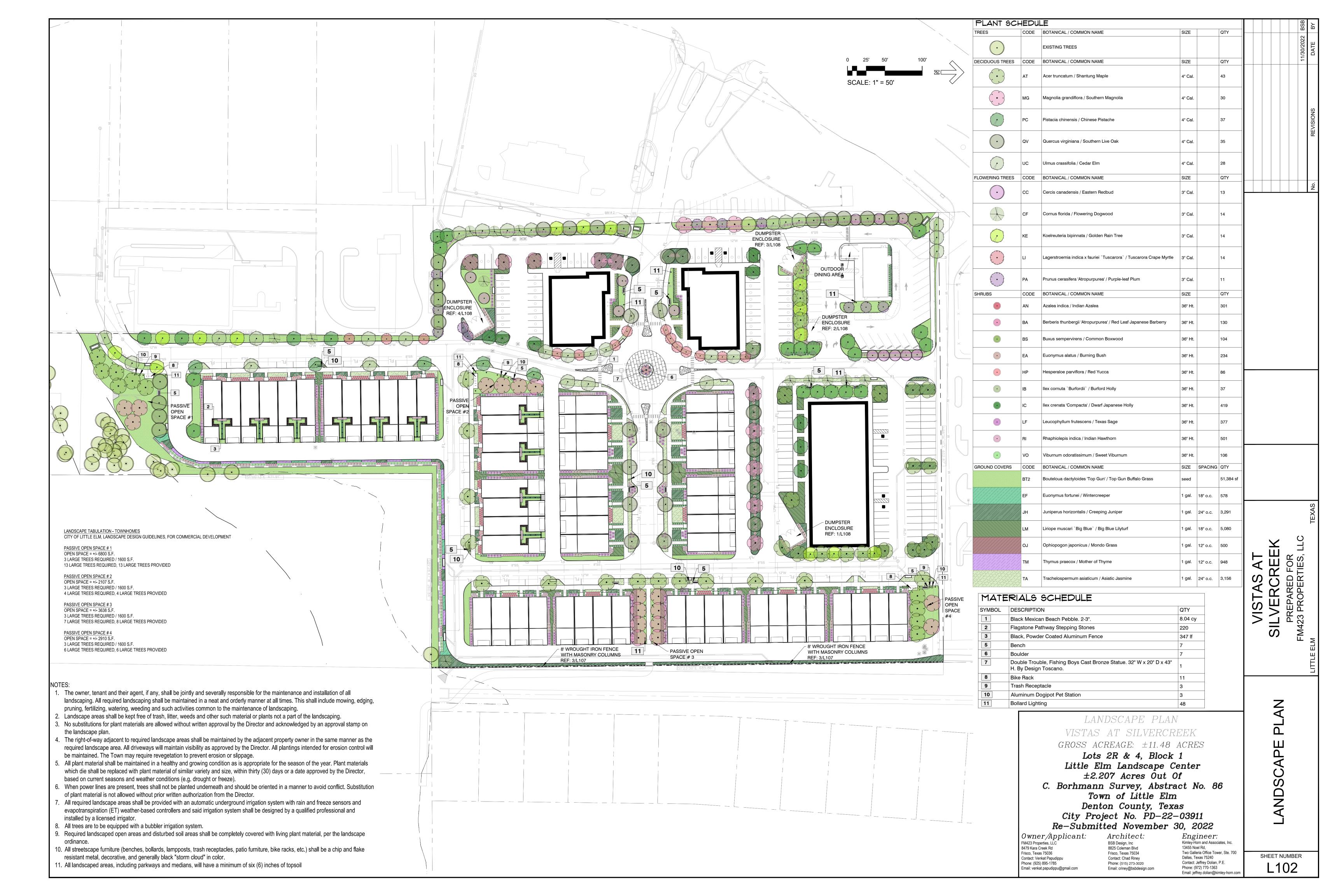
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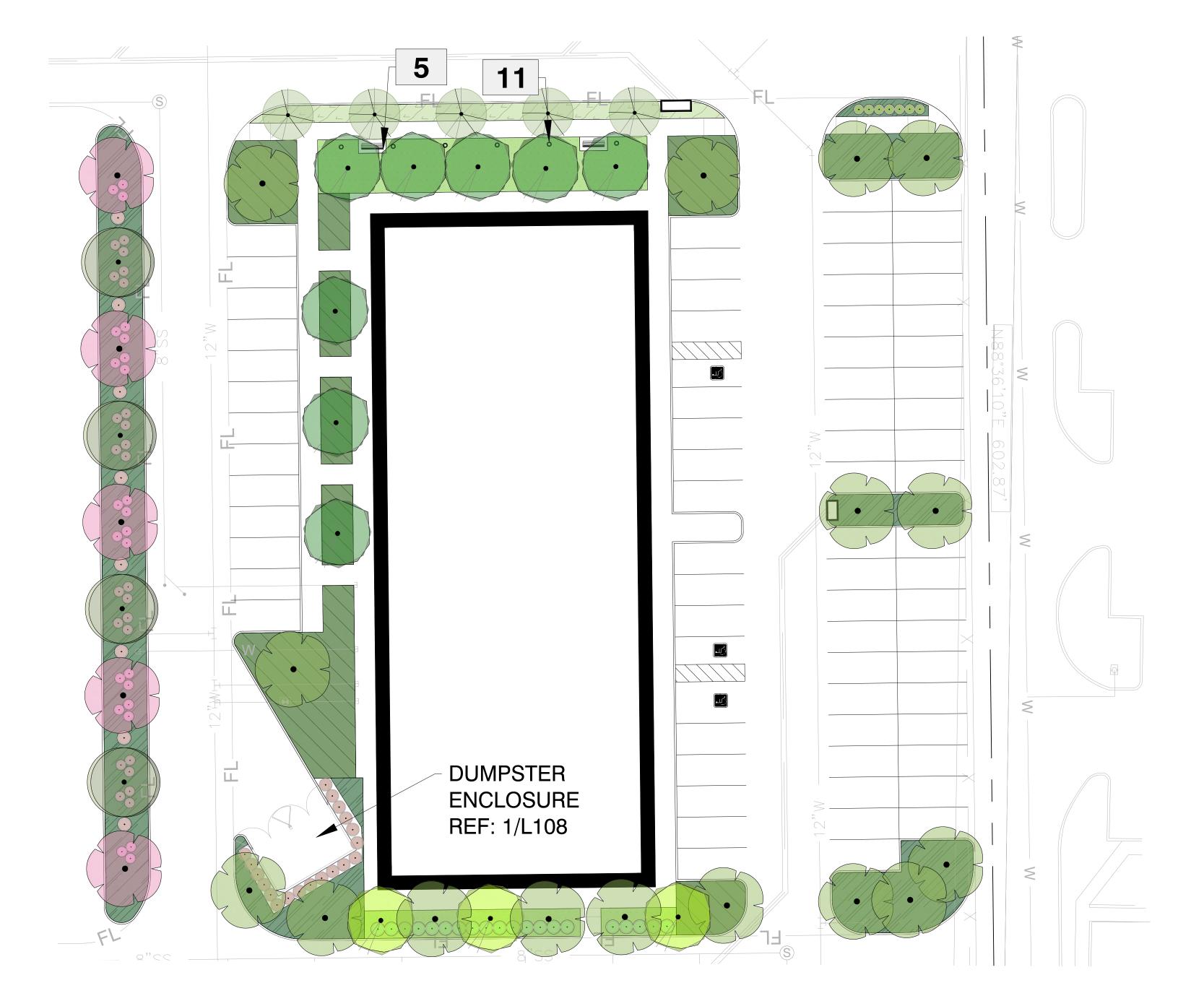
CP-1











LANDSCAPE TABULATION - LOT #1
CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 1 = 1.36 AC (+/- 59,499 S.F.) BUILDING LOT 1 = 15,600 S.F.

VEHICULAR USE AREA = +/- 1.02 AC (44,514 S.F.)

NON-RESIDENTIAL REQUIREMENTS
INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE/ 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 1 = 4,451 S.F. REQUIRED (10%) / 11,259 S.F PROVIDED (25%)
11 LARGE CANOPY TREES REQUIRED, 33 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED. LOT 1 IS EXEMPT FROM THIS REQUIREMENT.

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES
1 SMALL ORNAMENTAL TREE / 25 L.F.
WEST ACCESS LANE (+/- 133 L.F. FRONTAGE)
5 REQUIRED, 5 PROVIDED

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F.

> 15 LARGE TREES REQUIRED 17 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS
20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED.
20' REQUIRED AND PROVIDED

<u>VEHICULAR AREAS TO BE SCREENED</u> FROM ABUTTING R.O.W
A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING
A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDE

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.
1 LARGE TREE / 20 L.F. REQUIRED
TOTAL 180 L.F. STREET FRONTAGE.
9 LARGE TREES REQUIRED

1 ORNAMENTAL TREE / 5 LARGE TREES 1 ORNAMENTAL TREE REQUIRED, 6 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO RESIDENTIAL USE

1 LARGE TREE / 20 L.F REQUIRED

3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES
EAST PROPERTY LINE - 180 L.F. STREET FRONTAGE

9 LARGE TREES REQUIRED, 9 LARGE TREES PROVIDED

3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM 25 POINTS REQUIRED 25 POINT PROVIDED

9 LARGE TREES PROVIDED

5 PTS. ENHANCED LANDSCAPING
5 PTS. ENHANCED SITE CANOPY
5 PTS. USE OF STREET FURNITURE
5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS. ENHANCED STREETSCAPE ELEMENTS
5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

MATERIALS SCHEDULE

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

DECIDIOUS TREES  CODE  BOTANICAL / COMMON NAME  AT  Acer truncatum / Shantung Majole  4° Cal.  Mg Magnolia grandillors / Southern Magnolia  4° Cal.  Col.  Piesasia chineriais / Chinese Piesache  4° Cal.  Col.  U.O. Guerrus virginiama / Southern Magnolia  4° Cal.  U.O. Guerrus virginiama / Southern Live Oak  4° Cal.  Col.  U.O. Guerrus virginiama / Southern Live Oak  4° Cal.  Col.  ELDWERING TREES  COCE  Gerdis consolantis / Cedar Elim  4° Cal.  Col.  Corrus consolantis / Cedar Elim  4° Cal.  Col.  Corrus florida / Flowering Dogwood  3° Cal.  Corrus florida / Flowering Dogwood  3° Cal.  Col.  Col.  Corrus florida / Flowering Dogwood  3° Cal.  Col.  Col.  Col.  Col.  Col.  Corrus florida / Flowering Dogwood  3° Cal.  Col.  C	PLANT SCI	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
DECIDIOUS TREES   CODE   BOTANICAL / COMMON NAME   SIZE	IHEES	CODE	BOTANICAL / COMMON NAME	SIZE		QIY
AT Acert truncatum / Shortlung Maple  AT Acert truncatum / Shortlung Maple  A*Cal.  AC Cal.  AC Cal.  AC Cal.  AC Cal.  A*Cal.  A*Cal.			EXISTING TREES			
MG Magnolia grandillora / Southern Magnolia 4* Cal.  PC Pistacia chimensis / Chimese Petache 4* Cal.  OV Querous virginiana / Southern Live Oak 4* Cal.  OV Querous virginiana / Southern Live Oak 4* Cal.  PLOWERING TREES CODE BOTANICAL / COMMON NAME SIZE  CC Cercis canadensis / Eastern Redbud 3* Cal.  CF Comus Borda / Flowering Dogwood 3* Cal.  KE Koetreuteria bipinnata / Golden Rain Tree 3* Cal.  LI Lagerstroemia indica x fauriei "Tuscarora" / Tuscarora Crape Myrite 3* Cal.  PA Prunus consistera 'Atropurpurea' / Purple-teed Plum 3* Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea Indica Nation Adee 32* Ht.  BB Busus sempervirens / Common Boxwood 3* Ht.  BB Busus sempervirens / Common Boxwood 3* Ht.  BB Busus sempervirens / Perning Busin 3* Ht.  BB Busin Semper / Toros Sago 3* Ht.	DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
PC Patacia chinenais / Chinese Pistache 4º Cal.  OV Ouercus virginiana / Southern Live Oak 4º Cal.  PLOWERINA TRIESS CODE BOTANICAL / COMMON NAME SIZE  Cerdis canadenis / Eastern Redbud 3º Cal.  CF Comus florida / Flowering Dogwood 3º Cal.  KE Koolreuteria bipinnata / Golden Rain Tree  KE Koolreuteria bipinnata / Golden Rain Tree  U Lagerstroemia indica x fauriei 'Tuecarora' / Tuecarora Crape Myrtle 3º Cal.  PA Prurus cerasifera / Atropurpureat / Purple-leaf Plum 3º Cal.  PA Prurus cerasifera / Atropurpureat / Purple-leaf Plum 3º Cal.  BHRUSS CODE BOTANICAL / COMMON NAME SIZE  AN Azaies indica / Indian Azales 36º Ht.  BA Berberis thunbergii 'Atropurpureat / Red Leaf Japanese Barberry 30º Ht.  BB Busus sempervirens / Common Boxwood 36º Ht.  BA Euonymus aletus / Buming Bush 50º Ht.  BA Euonymus aletus / Buming Bush 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burford Holly 50º Ht.  BB Bisc comuta 'Burfordii' / Burfordii' /		АТ	Acer truncatum / Shantung Maple	4" Cal.		43
QV Quercus virginiana / Southern Live Oak 4°Cal 5°Cal 4°Cal 5°Cal 5°Cal 5°Cal 5°Cal 6°Cal		MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
FLOWERING TREES CODE BOTANICAL / COMMON NAME SIZE CC Cercia canadensis / Eastern Redbud  CC Cercia canadensis / Eastern Redbud  CC Cercia canadensis / Eastern Redbud  CF Cornus florida / Flowering Dogwood  S* Cal.  KE Koelreuteria biplinnata / Golden Rain Tree  3* Cal.  LI Lagerstroemia indica x fauriei * Tuscarora * / Tuscarora Crape Myrtle  S* Cal.  PA Prunus cerasifera * Atropurpuresi / Purple-leaf Plum  S* Cal.  SHRIUBS  CODE BOTANICAL / COMMON NAME SIZE AN Arales indica / Indian Azales AN Arales indica / Indian Azales  BA Berberis thunbergit * Atropurpuroxi / Red Leaf Japanese Barberry  BB Busus sempenirens / Common Boxwood  S8* Ht.  BB Busus sempenirens / Common Boxwood  S8* Ht.  BB Busus sempenirens / Purple * Indian Bush  BB Busus sempenirens / Common Boxwood  S8* Ht.  BB Busus sempenirens / Purple * Indian Bush  BB Busus sempenirens / Common Boxwood  S8* Ht.  BB Busus sempenirens / Purple * Indian Bush  BB Busus sempenirens / Purple * Indian Bush  BB Busus sempenirens / Purple * Indian Bush  BB Busus sempenirens / Foxes Sage  BB* Ht.  BB Busus comuta * Burfordii * / Dwarf Japanese Holly  BB Busus comuta * Burfordii * / Dwarf Japanese Holly  BB Busus comuta * Burfordii * / Dwarf Japanese Holly  BB Busus comuta * Burfordii * / Dwarf Japanese Holly  BB Busus comuta * Burfordii * / Burfordii		PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
FLOWERING TREES CODE BOTANICAL / COMMON NAME SIZE  CC Carcis canadensis / Eastern Redbud S* Cal.  CF Comus florida / Flowering Dogwood S* Cal.  KE Koelreuteria bipinnata / Golden Rain Tree S* Cal.  LI Lagerstroemia indica x fauriel * Tuscarora* / Tuncarora Crape Myrtle S* Cal.  PA Prunus cerasifera * Atropurpure* / Purple-leaf Plum S* Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea indica / Indian Azalea  BA Berberis thunbergi* * Atropurpure* / Red Leaf Japanese Barberry S* Ht.  BB Busus sympervirons / Common Boxwood 36* Ht.  BB Busus sympervirons / Common Boxwood 36* Ht.  HP Hosporaloe parvillora / Red Yucca 36* Ht.  IB llex comuta * Burfordii* / Burford Holly 36* Ht.  IC lex crenata * Compacta* / Dwarf Japanese Holly 36* Ht.  IF Leucophyllum frutescens / Texas Sage 36* Ht.  RI Rhaphiolopis indica / Indian Hawthorn 36* Ht.  O VO Viburnum odoratissimum / Seveet Viburnum 36* Ht.  BOTANICAL / COMMON NAME SIZE SPACING ST2E Boutelous dactyloides * Top Gurn / Top Gun Buffalo Grass seed  EF Euonymus fortune! / Wintercreeper 1 gal. 15* o.c.  LM Lirlope muscari * Big Blue* / Big Blue Lilyturf 1 gal. 15* o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12* o.c.	$\bigcirc$	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
CC Cercis canadensis / Eastern Redbud 3° Cal.  CF Cornus florida / Flowering Dogwood 3° Cal.  KE Koolrouteria bipinnata / Golden Rain Tree 3° Cal.  LI Lagerstroemia indica x fauriei "Tuscarora" / Tuscarora Crape Myrtle 3° Cal.  PA Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum 3° Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea indica / Indian Azalea 36° Ht.  BBA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36° Ht.  BBA Busus sempervirens / Common Boxwood 36° Ht.  BBA Euonymus alatus / Burning Bush 36° Ht.  BBA Euonymus alatus / Burning Bush 36° Ht.  CC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36° Ht.  CC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36° Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36° Ht.  CC Ilex Crenata 'Compacta' / Dwarf Japanese Holly		UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
CF Cornus florida / Flowering Dogwood 3° Cal.  KE Koelreuteria bipinnata / Golden Rain Tree 3° Cal.  LI Lagerstroemia indica x fauriei "Tuscarora" / Tuscarora Crape Myrtle 3° Cal.  PA Prunus cerasifera 'Alropurpurea' / Purple-leaf Plurn 3° Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea indica / Indian Azalea 36° Ht.  BA Berberis thunborgii 'Alropurpurea' / Red Leaf Japanese Barborry 36° Ht.  BS Buxus sempenvirens / Common Boxwood 36° Ht.  BA Euonymus alatus / Burning Bush 36° Ht.  BHP Hesperaloe parvillora / Red Yucca 36° Ht.  IB lex cornuta 'Burlordii' / Burlord Holly 36° Ht.  IC liex crenata Compacta' / Dwarf Japanese Holly 36° Ht.  IC liex crenata Compacta' / Dwarf Japanese Holly 36° Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36° Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36° Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Boutelous dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortune! / Wintercreeper 1 gal. 18° o.c.  LM Liriope muscari 'Big Blue' / Big Blue Lilyturf 1 gal. 18° o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12° o.c.	FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
KE Koelreuteria bipinnata / Golden Rain Tree 3° Cal.  Lagerstroemia indica x fauriei "Tuscarora" / Tuscarora Crape Myrtile 3° Cal.  PA Prunus cerasifora 'Atropurpurea' / Purple-leaf Plum 3° Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE AN Azalea indica / Indian Azalea 36° Ht.  BA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36° Ht.  BB Buxus sempervirens / Common Boxwood 36° Ht.  EA Euonymus alatus / Burning Bush 36° Ht.  HP Hesperalce parviflora / Red Yucca 36° Ht.  IB Ilex cornuta "Burfordii" / Burford Holly 36° Ht.  IC Ilex crenata "Compactat" / Dwarf Japanese Holly 36° Ht.  IC Ilex crenata "Compactat" / Dwarf Japanese Holly 36° Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36° Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36° Ht.  RO Wiburnum odoratissimum / Sweet Viburnum 36° Ht.  PYO Viburnum odoratissimum / Sweet Viburnum 36° Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Boutelous dactyloides "Top Gun" Top Gun Buffelo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18° o.c.  LM Liriope muscari "Big Blue" / Big Blue Lilyturf 1 gal. 18° o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12° o.c.		СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
LI Lagerstroemia indica x fauriei "Tuscarora" / Tuscarora Crape Myrtile 3" Cal.  PA Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum 3" Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea indica / Indian Azalea 36" Ht.  BA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36" Ht.  BB Buxus sempervirens / Common Boxwood 36" Ht.  BB Buxus sempervirens / Common Boxwood 36" Ht.  BA Euonymus alatus / Burning Bush 36" Ht.  BB Ilex cornuta 'Burfordii' / Burford Holly 36" Ht.  BB Ilex cornuta 'Burfordii' / Burford Holly 36" Ht.  C Ilex crenata 'Compacta' / Dwarf Japanese Holly 36" Ht.  BC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Boutelous dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunel / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 18" o.c.  LM Liriope muscari 'Big Blue' / Big Blue Lilyturf 1 gal. 18" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		CF	Cornus florida / Flowering Dogwood	3" Cal.		14
PA Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum 3" Cal.  SHRUBS CODE BOTANICAL / COMMON NAME SIZE  AN Azalea indica / Indian Azalea 36" Ht.  BA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36" Ht.  BBS Buxus sempervirens / Common Boxwood 36" Ht.  BBS Buxus sempervirens / Common Boxwood 36" Ht.  HP Hesperaloe parvifiora / Red Yucca 36" Ht.  IB Ilex comuta 'Burfordii' / Burford Holly 36" Ht.  C ILE Leucophyllum frutescens / Texas Sage 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 18" o.c.  LM Liriope muscari 'Big Blue' / Big Blue Lilyturf 1 gal. 18" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
SHRUBS  CODE  BOTANICAL / COMMON NAME  A Zalea indica / Indian Azalea  36" Ht.  BA  Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry  36" Ht.  BS  Buxus sempervirens / Common Boxwood  36" Ht.  EA  Euonymus alatus / Burning Bush  36" Ht.  HP  Hesperaloe parviflora / Red Yucca  36" Ht.  IB  Ilex cornuta 'Burfordii' / Burford Holly  36" Ht.  IC  Ilex crenata 'Compacta' / Dwarf Japanese Holly  36" Ht.  IF  Leucophyllum frutescens / Texas Sage  36" Ht.  Rhaphiolepis indica / Indian Hawthorn  36" Ht.  VO  Viburnum odoratissimum / Sweet Viburnum  36" Ht.  ONO  GROUND COVERS  CODE  BOTANICAL / COMMON NAME  BT2  Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass  seed  EF  Euonymus fortunei / Wintercreeper  1 gal.  1 gal.  18" o.c.  OJ  Ophiopogon japonicus / Mondo Grass  1 gal.  12" o.c.  TM  Thymus praecox / Mother of Thyme  1 gal.  12" o.c.		LI	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
AN Azalea indica / Indian Azalea  BA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36" Ht.  BB Buxus sempervirens / Common Boxwood 36" Ht.  BB Buxus sempervirens / Common Boxwood 36" Ht.  BB Buxus sempervirens / Common Boxwood 36" Ht.  HP Hesperaloe parviflora / Red Yucca 36" Ht.  IB Blex cornuta 'Burfordii' / Burford Holly 36" Ht.  IC Blex crenata 'Compacta' / Dwarf Japanese Holly 36" Ht.  LF Leucophyllum frutescens / Texas Sage 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  OVO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari 'Big Blue' / Big Blue Lliyturf 1 gal. 18" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		PA	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
BA Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry 36" Ht.  BS Buxus sempervirens / Common Boxwood 36" Ht.  EA Euonymus alatus / Burning Bush 36" Ht.  HP Hesperaloe parviflora / Red Yucca 36" Ht.  IB Ilex cornuta `Burfordii` / Burford Holly 36" Ht.  IC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36" Ht.  LF Leucophyllum frutescens / Texas Sage 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  ON VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
BS Buxus sempervirens / Common Boxwood 36" Ht.  EA Euonymus alatus / Burning Bush 36" Ht.  HP Hesperaloe parviflora / Red Yucca 36" Ht.  IB Ilex cornuta `Burfordii` / Burford Holly 36" Ht.  IC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36" Ht.  LF Leucophyllum frutescens / Texas Sage 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 18" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	•	AN	Azalea indica / Indian Azalea	36" Ht.		301
EA Euonymus alatus / Burning Bush 36° Ht.  HP Hesperaloe parviflora / Red Yucca 36° Ht.  IB Ilex cornuta `Burfordii` / Burford Holly 36° Ht.  IC Ilex crenata 'Compacta' / Dwarf Japanese Holly 36° Ht.  LF Leucophyllum frutescens / Texas Sage 36° Ht.  RI Rhaphiolepis Indica / Indian Hawthorn 36° Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36° Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36° Ht.  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18° o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18° o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12° o.c.	•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
HP Hesperaloe parviflora / Red Yucca    HP   Hesperaloe parviflora / Red Yucca   36° Ht.	•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
IB       Ilex cornuta `Burfordii` / Burford Holly       36" Ht.         IC       Ilex crenata 'Compacta' / Dwarf Japanese Holly       36" Ht.         IF       Leucophyllum frutescens / Texas Sage       36" Ht.         IRI       Rhaphiolepis indica / Indian Hawthorn       36" Ht.         VO       Viburnum odoratissimum / Sweet Viburnum       36" Ht.         GROUND COVERS       CODE       BOTANICAL / COMMON NAME       SIZE       SPACING         BT2       Bouteloua dactyloides Top Gun' / Top Gun Buffalo Grass       seed         EF       Euonymus fortunei / Wintercreeper       1 gal.       18" o.c.         JH       Juniperus horizontalis / Creeping Juniper       1 gal.       24" o.c.         LM       Liriope muscari `Big Blue` / Big Blue Lilyturf       1 gal.       18" o.c.         OJ       Ophiopogon japonicus / Mondo Grass       1 gal.       12" o.c.         TM       Thymus praecox / Mother of Thyme       1 gal.       12" o.c.	•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
IC Ilex crenata 'Compacta' / Dwarf Japanese Holly  LF Leucophyllum frutescens / Texas Sage  36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn  36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum  36" Ht.  SIZE SPACING  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass  EF Euonymus fortunei / Wintercreeper  1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper  1 gal. 24" o.c.  LM Liriope muscari 'Big Blue ' / Big Blue Lilyturf  1 gal. 18" o.c.  TM Thymus praecox / Mother of Thyme  1 gal. 12" o.c.	•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
LF Leucophyllum frutescens / Texas Sage 36" Ht.  RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	0	IB	Ilex cornuta `Burfordii` / Burford Holly	36" Ht.		37
RI Rhaphiolepis indica / Indian Hawthorn 36" Ht.  VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari 'Big Blue' / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	•	IC	llex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
VO Viburnum odoratissimum / Sweet Viburnum 36" Ht.  GROUND COVERS CODE BOTANICAL / COMMON NAME SIZE SPACING  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
GROUND COVERS  CODE BOTANICAL / COMMON NAME  BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
BT2 Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass seed  EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	0	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
EF Euonymus fortunei / Wintercreeper 1 gal. 18" o.c.  JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.	GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
JH Juniperus horizontalis / Creeping Juniper 1 gal. 24" o.c.  LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,3
LM Liriope muscari `Big Blue` / Big Blue Lilyturf 1 gal. 18" o.c.  OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
OJ Ophiopogon japonicus / Mondo Grass 1 gal. 12" o.c.  TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,29
TM Thymus praecox / Mother of Thyme 1 gal. 12" o.c.		LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,08
		OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
		тм	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
TA Trachelospermum asiaticum / Asiatic Jasmine 1 gal. 24" o.c.		TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,15

NOTES:

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on the landscape plan.4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.

5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials

based on current seasons and weather conditions (e.g. drought or freeze).When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.

which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

8. All trees are to be equipped with a bubbler irrigation system.

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil



LOT #1 LANDSCAPE PLAN
VISTAS AT SILVERCREEK
GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant:
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu
Phone: (925) 895-1785
Email: venkat.papudippu@gmail.com

Architect:
BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.co

SHEET NUMBER L103

APE

NDSC/



LANDSCAPE TABULATION - LOT #2
CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 2 = 0.79 AC (+/- 34,412 S.F.) BUILDING LOT 2 = 2,235 S.F.

VEHICULAR USE AREA = +/- 0.13 AC (5,473 S.F.)

NON-RESIDENTIAL REQUIREMENTS
INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE/ 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 2 = 547 S.F. REQUIRED (10%) / 8,156 S.F. PROVIDED (23.7%) 1 LARGE CANOPY TREES REQUIRED,17 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS
MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES
1 SMALL ORNAMENTAL TREE / 25 L.F.
EAST ACCESS LANE (+/- 130 L.F. FRONTAGE)
5 REQUIRED, 5 PROVIDED

INTERNAL PEDESTRIAN CONNECTION 1 URBAN TREE REQUIRED / 30 L.F.

190 L.F. TOTAL
6 TREES REQUIRED (ON APPROVED URBAN TREE LIST)
6 TREES PROVIDED (ON APPROVED URBAN TREE LIST)

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

<u>VEHICULAR AREAS TO BE SCREENED</u> FROM ABUTTING R.O.W
A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING
A 36" HT EVERGREEN SCREEN HEDGE ALONG EAST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.

1 LARGE TREE / 20 L.F. REQUIRED

TOTAL 130 L.F. STREET FRONTAGE.

6 LARGE TREES REQUIRED

6 LARGE TREES PROVIDED

1 ORNAMENTAL TREE / 5 LARGE TREES 1 ORNAMENTAL TREE REQUIRED, 5 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING

1 LARGE TREE / 25 L.F REQUIRED

3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES
WEST PROPERTY LINE - 170 L.F.

6 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED

3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM
25 POINTS REQUIRED
25 POINT PROVIDED
5 PTS. ENHANCED LANDSCAPING

5 PTS. ENHANCED SITE CANOPY
5 PTS. USE OF STREET FURNITURE
6 PTS. ENHANCED STREETSCAPE ELEMENT

5 PTS. ENHANCED STREETSCAPE ELEMENTS 5 PTS USE OF SHADED AND DECORATIVE OUTDOOR SEATING AREAS

MATE	RIALS SCHEDULE
SYMBOL	DESCRIPTION
1	Black Mexican Beach Pebble. 2-3".
2	Flagstone Pathway Stenning Stones

2 Flagstone Pathway Stepping Stones 220
3 Black, Powder Coated Aluminum Fence 347 lf
5 Bench 7
6 Boulder 7
7 Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano. 1
8 Bike Rack 11
9 Trash Receptacle 3
10 Aluminum Dogipot Pet Station 3
11 Bollard Lighting 48

PLANT SC			0175		OTV
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	AT	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	Ц	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	PA	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS CODE		BOTANICAL / COMMON NAME	SIZE		QTY
•	AN	Azalea indica / Indian Azalea	36" Ht.		301
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	llex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	llex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,384 sf
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,291
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,080
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
[-]-]-]-]-]-]-]-]-]-]-]-	TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,156

NOTES:

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on the landscape plan.4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.

5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

based on current seasons and weather conditions (e.g. drought or freeze).

6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution

of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

8. All trees are to be equipped with a bubbler irrigation system.

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil

LOT #2 LANDSCAPE PLAN
VISTAS AT SILVERCREEK
GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant:
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu
Phone: (925) 895-1785
Email: venkat.papudippu@gmail.com

Architect:
BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

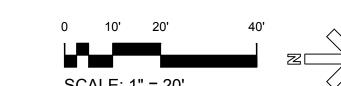
Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.co

SHEET NUMBER

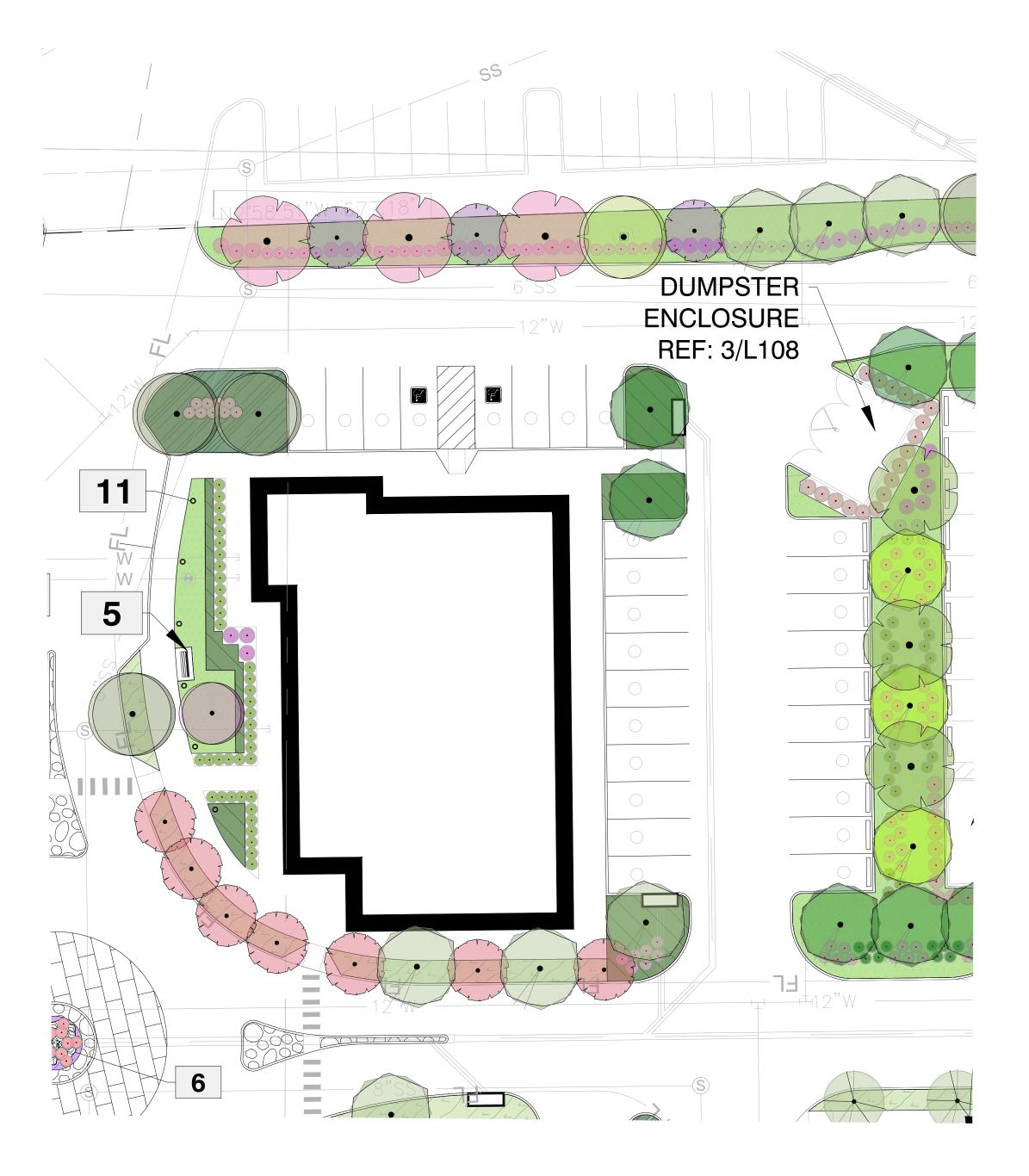
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CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 3 = 0.76 AC (+/- 33,106 S.F.) BUILDING LOT 3 = 7,475 S.F.

VEHICULAR USE AREA = +/- 0.56 AC (24,568 S.F.)

NON-RESIDENTIAL REQUIREMENTS INTERIOR LANDSCAPE REQUIREMENTS 1 LARGE CANOPY TREE/ 400 S.F. REQUIRED 10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 3 = 2,457 S.F. REQUIRED (10%) / 8,144 S.F PROVIDED (24.6%) 6 LARGE CANOPY TREES REQUIRED 20 LARGE CANOPY TREES PROVIDED 1 EXISTING TREE REMAINING

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES 1 SMALL ORNAMENTAL TREE / 25 L.F.

EAST ACCESS LANE (+/- 115 L.F. FRONTAGE) 4 REQUIRED, 7 PROVIDED

### LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F. 7 LARGE TREES REQUIRED 7 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED. 20' REQUIRED AND PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ABUTTING R.O.W

A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W. 1 LARGE TREE / 20 L.F. REQUIRED TOTAL 115 L.F. STREET FRONTAGE. 5 LARGE TREES REQUIRED

1 ORNAMENTAL TREE / 5 LARGE TREES

2 ORNAMENTAL TREE REQUIRED, 7 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING 1 LARGE TREE / 25 L.F REQUIRED 3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES WEST PROPERTY LINE - 175 L.F. 7 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED, ONE EXISTING TREE 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

NORTH PROPERTY LINE -150 L.F. 6 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM 25 POINTS REQUIRED 25 POINT PROVIDED

5 LARGE TREES PROVIDED

5 PTS. ENHANCED LANDSCAPING 5 PTS. ENHANCED SITE CANOPY

5 PTS. USE OF STREET FURNITURE 5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

PLANT SCI	HEDU	L <b>E</b>			
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	АТ	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
$\bigcirc$	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	Ц	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	PA	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	AN	Azalea indica / Indian Azalea	36" Ht.		301
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
•	НР	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	llex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	llex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,384 s
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,291
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,080
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
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ANDSCAPE.

LOT #3 LANDSCAPE PLAN VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRESLots 2R & 4, Block 1 Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86 Town of Little Elm

Denton County, Texas City Project No. PD-22-03911 Re-Submitted November 30, 2022

Owner/Applicant: FM423 Properties, LLC 8479 Kara Creek Rd Frisco, Texas 75036 Contact: Venkat Papudippu Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

Architect: BSB Design, Inc 8825 Coleman Blvd Frisco, Texas 75034 Contact: Chad Riney Phone: (515) 273-3020 Email: criney@bsbdesign.com Engineer: Kimley-Horn and Associates, Inc. 13455 Noel Rd, Two Galleria Office Tower, Ste. 700 Dallas, Texas 75240 Contact: Jeffrey Dolian, P.E. Phone: (972) 770-1363 Email: jeffrey.dolian@kimley-horn.c

SHEET NUMBER L105

1.	The owner,	tenant and their	⁻agent, if any,∍	shall be jointly and	severally responsib	le for the maintena	ance and installation of all
	Iondoooning	All required les	امطم ممنمه ملمما	II ha maintainad in	a maat and andambun	aannar at all timaa	This shall include measuing

landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

based on current seasons and weather conditions (e.g. drought or freeze). 6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

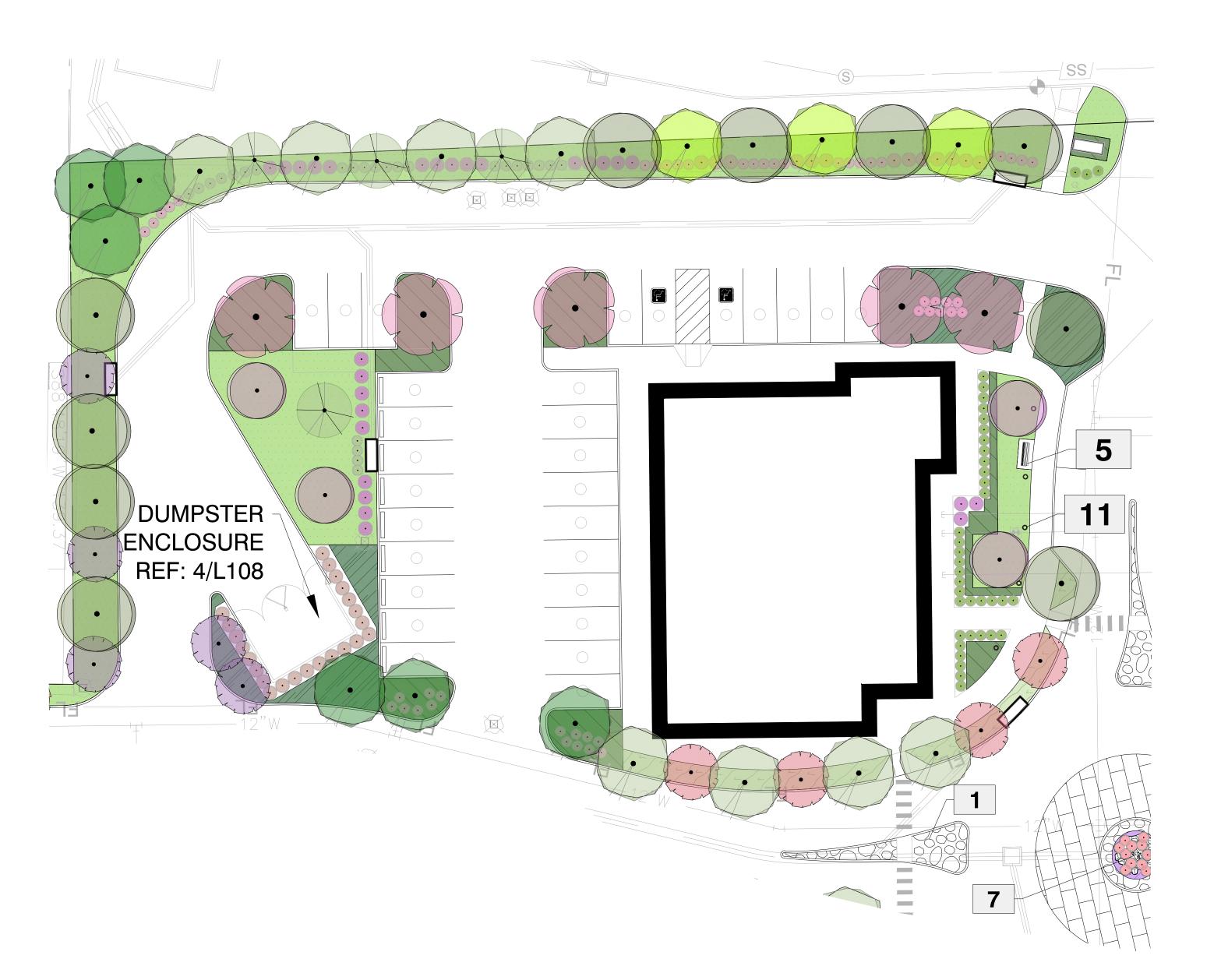
8. All trees are to be equipped with a bubbler irrigation system.

NOTES:

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil



LANDSCAPE TABULATION - LOT #4 CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 4 = 0.96 AC (+/- 41,818 S.F.) BUILDING LOT 4 = 7,310 S.F.

VEHICULAR USE AREA = +/- 0.60 AC (26,015 S.F.)

NON-RESIDENTIAL REQUIREMENTS INTERIOR LANDSCAPE REQUIREMENTS 1 LARGE CANOPY TREE/ 400 S.F. REQUIRED 10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 4 = 2,601 S.F. REQUIRED (10%) / 11,834 S.F PROVIDED (28.3%) 6 LARGE CANOPY TREES REQUIRED 29 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES 1 SMALL ORNAMENTAL TREE / 25 L.F. EAST ACCESS LANE (+/- 150 L.F. FRONTAGE) 6 REQUIRED, 6 PROVIDED

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F. 7 LARGE TREES REQUIRED 9 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED. 20' REQUIRED AND PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ABUTTING R.O.W A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W. 1 LARGE TREE / 20 L.F. REQUIRED TOTAL 150 L.F. STREET FRONTAGE. 7 LARGE TREES REQUIRED 7 LARGE TREES PROVIDED

1 ORNAMENTAL TREE / 5 LARGE TREES 2 ORNAMENTAL TREE REQUIRED, 6 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING 1 LARGE TREE / 25 L.F REQUIRED 3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES WEST PROPERTY LINE - 270 L.F. 10 LARGE TREES REQUIRED, 10 LARGE TREES PROVIDED, 6 ORNAMENTAL TREES REQUIRED, 6 ORNAMENTAL TREES PROVIDED

SOUTH PROPERTY LINE -140 L.F. 5 LARGE TREES REQUIRED, 5 LARGE TREES PROVIDED 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM 25 POINTS REQUIRED 25 POINT PROVIDED

5 PTS. ENHANCED LANDSCAPING 5 PTS. ENHANCED SITE CANOPY

5 PTS. USE OF STREET FURNITURE 5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

MATER	ALS	SCHE	DULE

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

PLANT SCI	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
DECIDOOOS TREES	CODE	BOTANICAL / COMINION NAINE	SIZE		QII
	AT	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QT
$\bigcirc$	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	LI	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	РА	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QT
•	AN	Azalea indica / Indian Azalea	36" Ht.		30
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		10
•	EA	Euonymus alatus / Burning Bush	36" Ht.		23
•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	llex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	Ilex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		41
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		37
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		50
•	VO	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		10
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QT
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	57
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,2
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,0
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	50
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	94
///////////////////////////////////////	TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,1

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

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LOT #4 LANDSCAPE PLAN VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRESLots 2R & 4, Block 1

Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86 Town of Little Elm Denton County, Texas City Project No. PD-22-03911

Owner/Applicant: FM423 Properties, LLC 8479 Kara Creek Rd Frisco, Texas 75036 Contact: Venkat Papudippu Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

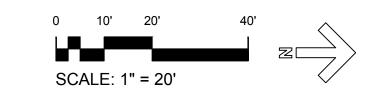
Architect: BSB Design, Inc 8825 Coleman Blvd Frisco, Texas 75034 Contact: Chad Riney Phone: (515) 273-3020 Email: criney@bsbdesign.com

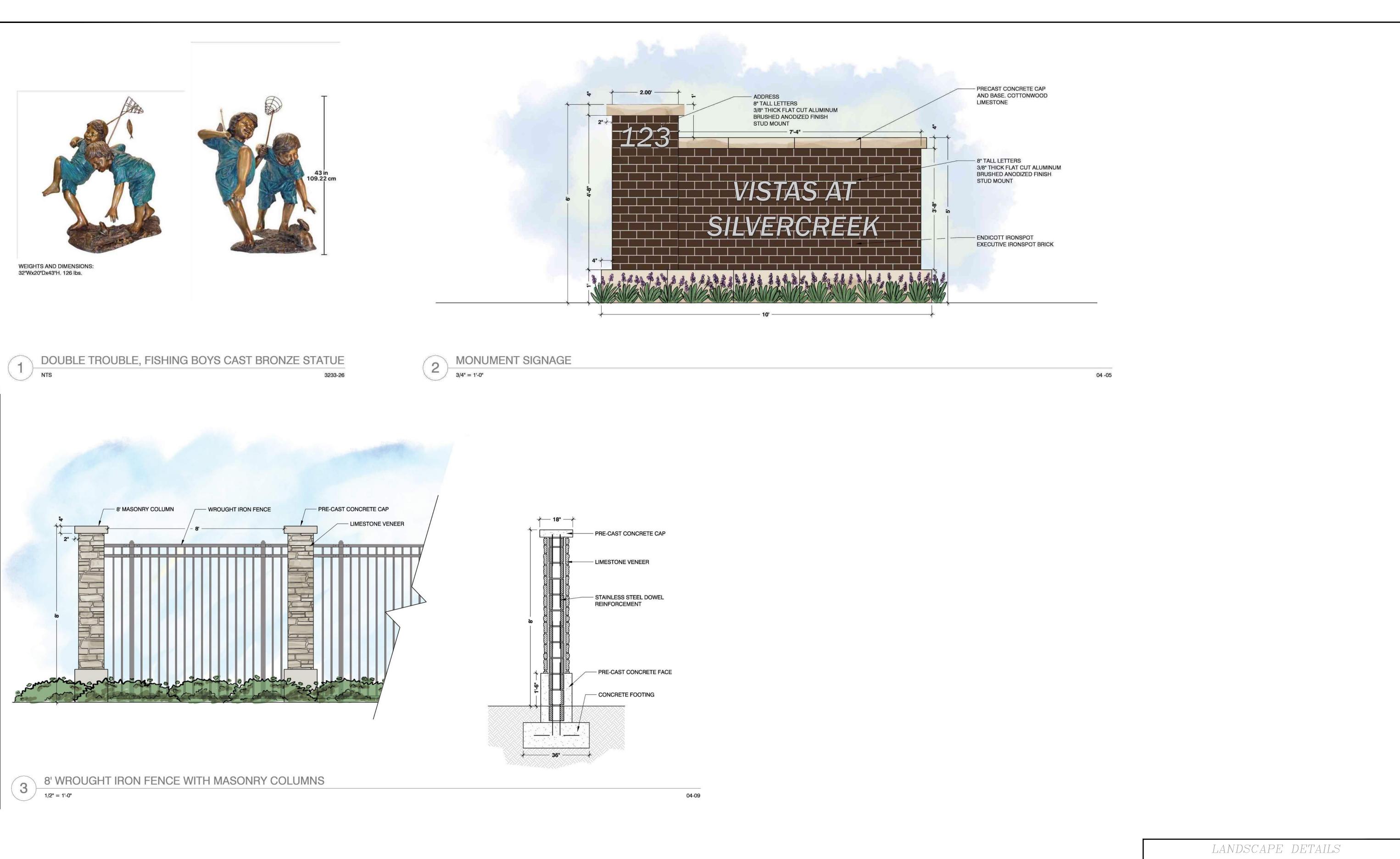
Re-Submitted November 30, 2022 Engineer: Kimley-Horn and Associates, Inc. 13455 Noel Rd, Two Galleria Office Tower, Ste. 700 Dallas, Texas 75240 Contact: Jeffrey Dolian, P.E. Phone: (972) 770-1363 Email: jeffrey.dolian@kimley-horn.c

SHEET NUMBER L106

-ANDSCAPE

SIL





LANDSCAPE DETAILS

VISTAS AT SILVERCREEK

GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant: Archi
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu

Archi
BSB Design
8825 Colem
Frisco, Texas
Contact: Contact: Ch

Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

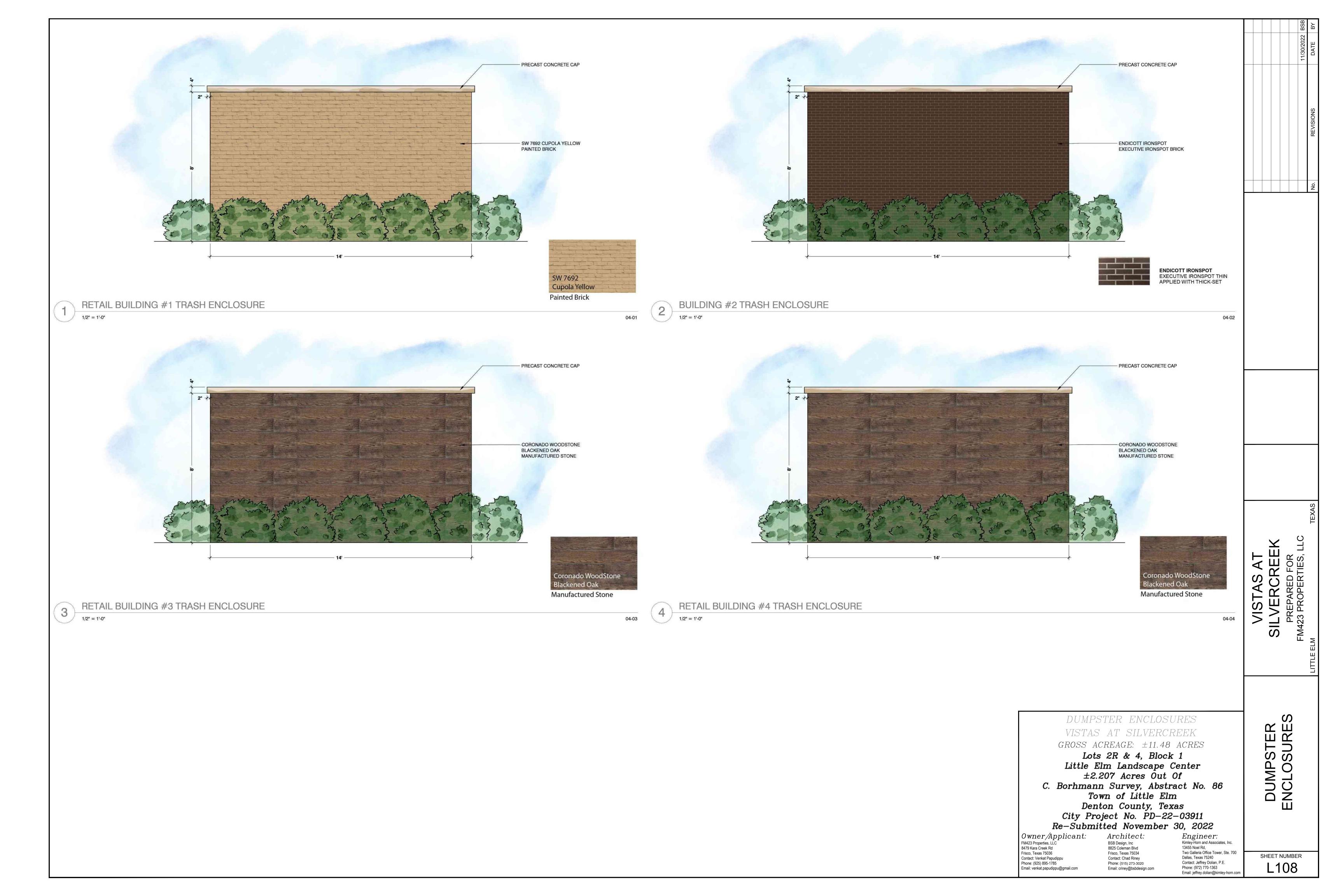
Architect:
BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.com

SHEET NUMBER L107

**DETAILS** 

LANDSCAPE



## BENCH OPTIONS







LANDSCAPE FORMS - WELLSPRING BENCH

## TRASH RECEPACLE OPTIONS



LANDSCAPE FORMS - AUSTIN LITTER



LANDSCAPE FORMS - LAKESIDE LITTER



LANDSCAPE FORMS - WELLSPRING LITTER

## BIKE RACK OPTIONS



LANDSCAPE FORMS - BOLA BIKE RACK



LANDSCAPE FORMS - EMERSON BIKE RACK



LANDSCAPE FORMS - FLO BIKE RACK

LANDSCAPE AMENITIES VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRES

Lots 2R & 4, Block 1 Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86
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SHEET NUMBER L109

LANDSCAPE AMENITIES





SW 7063 Nebulous White Masonry Panel





FRISCO, TX

### **NORTH**



### SOUTH



### **BUILDING #1**

"NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS



LARGE FORMAT MASONRY PANEL (NICHIHA OR EQUAL) SW 2839 ROYCROFT COPPER RED PAINTED BRICK SW 7692 CUPOLA YELLOW METAL FACADE LARGE FORMAT WEST
MASONRY
PANEL (NICHIHA
ON FEDUAL)
SW 2692 CUPOLA YELLOW PAINTED BRICK OR EGUAL)
SW 2699 ROYCROFT COPPER RED METAL FACADE

SIDE (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1167 SQ. FT. MASONRY PANEL: 294 SQ. FT. = 25.19% PAINTED BRICK: 589 SQ. FT. = 49.70% METAL FACADE: 293 SQ.FT. = 25.11%

SIDE (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 1167 SQ. FT. MASONRY PANEL: 294 SQ. FT. = 25.19% PAINTED BRICK: 580 SQ. FT. = 49.70% METAL FACADE: 293 SQ. FT. = 25.11%

METAL FACADE LARGE FORMAT - MASONRY PANEL (NICHIHA OR EQUAL) METAL FACADE

**EAST** 

SCALE: 1/8" = 1'-0" **BUILDING #1** 

"NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS

NOVEMBER, 2022 | MS220131.00





SW 7063 Nebulous White Masonry Panel





- This Facade Plan is for conceptual purposes only, all building plans require review and approval by Development Services.
   Al mechanical units shall be screened from public view as required by the Zoring Ordinance.
   When permitted, exposed utility boxes and
- When permitted, exposed utility losses and condults shall be painted to match the building.
   As 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.

FM 423 PROPERTIES



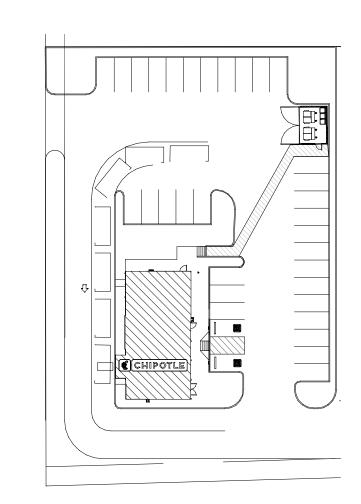
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## **GENERAL NOTES**

- 1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- 5. AN ONSITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ONT HE STRUCTURE UNTIL A GREEN TAG IS
- RECEIVED BY THE PLANNING DIVISION. 6. AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.

	IISH MAT	ERIALS
BRICK-W		ENDICOTT WHITE VC1 GLAZED WHITE THIN APPLIED WITH THICK-SET
BRICK-G		ENDICOTT IRONSPOT  MANGANESE IRONSPOT THIN APPLIED WITH THICK-SET
BRICK-E		ENDICOTT IRONSPOT EXECUTIVE IRONSPOT THIN APPLIED WITH THICK-SET
STUCCO		3-STEP STUCCO PPG 'KNIGHTS ARMOR'
MT-01		METAL PPG 'KNIGHTS ARMOR'
STRFNT		KAWNEER PERMAFLOUR CHARCOAL





MATERIAL CALCULATION										
	WEST		E	EAST SO		UTH	NORTH		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	767	100	749	100	1322	100	1295	100	4133	100
NON-GLAZED DOORS AND WINDOWS	0	0%	26	3.47	0	0	0	0	26	0.78
GLAZED DOORS AND WINDOWS	306	39.90	8	1.07	378	28.59	258	17.93	950	22.21
TOTAL (WITHOUT GLAZED/NON-GLAZED	461	60.10	741	98.93	944	71.41	1181	91.20	3327	80.50
WHITE BRICK	295	63.90	260	35.09	562	59.53	471	45.42	1588	49.89
GRAY BRICK	0	0	352	47.50	264	27.97	371	35.78	987	31.01
BROWN BRICK	103	22.34	103	13.90	0	0	195	18.80	401	12.60
STUCCO	63	13.67	0	0	118	12.50	0	0	181	5.69

**ARCHITECT OF RECORD** 513 MAIN STREET, SUITE 300

FORT WORTH, TEXAS 76102

(817) 820-0433



PLANNING SUBMITTAL 08/05/2022

SHELL 1, TX LITTLE ELM CHIPOTLI FM 423, LITTLE ELN

	Issue Record:			
<b>#</b>	Revisions:			

T. GRANDORF A. MORELAND ROGUE #22-0401 FACADE PLAN

F000



REAR (NORTH) FACADE: TOTAL SURFACE AREA = 1391 SQUARE FEET MASONRY PANEL: 746 SQ.FT. = 53.63% PAINTED BRICK: 307 SQ. FT. = 22.07% MANUFACTURED STONE: 338 SQ. FT. = 22.30%

FRONT (SOUTH) FACADE:

MASONRY PANEL: 371 SQ. FT. = 38.61% PAINTED BRICK: 422 SQ. FT. = 43.91%

MANUFACTURED STONE: 168 SQ. FT. = 17.48%

LARGE FORMAT MASONRY PANEL (NICHIHA OR EQUAL) PAINTED BRICK — MANUFACTURED STONE

**NORTH** 

SCALE: 1/8" = 1'-0"

## RETAIL BUILDING #3

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS



## FM 423 PROPERTIES FRISCO, TX

SW 6710

SW 7551 Greek Villa

Painted Brick

SW 6990 Caviar

Ordinance.

Masonry Panel

This Facade Plan is for conceptual purposes

only. all building plans require review and

All mechanical units shall be screened from

When permitted, exposed utility boxes and conduits shall be painted to match the building.

otherwise permitted by the Chief Building

All signage areas and locations are subject to

Roof access shall be provided internally, unless

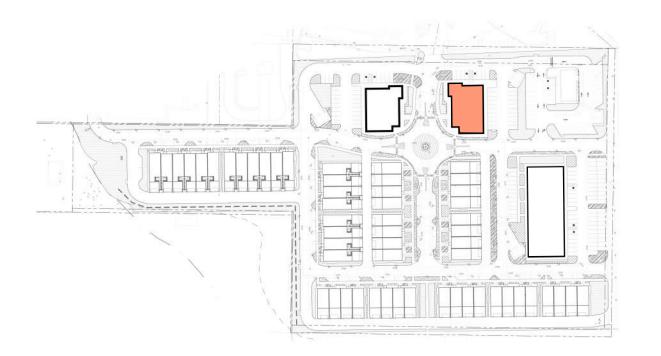
approval by Development Services.

public view as required by the Zoning

approval by Development Services.

Melange Green

Masonry Panel





Manufactured Stone

SW 6710 Melange Green

Masonry Panel

SW 7551 Greek Villa

SW 6990 Caviar

Masonry Panel

**Painted Brick** 

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FM 423 PROPERTIES FRISCO, TX





**EAST** 

SW 6990 CAVIAR SW 7551 GREEK VILLA CORONADO STONE BLACKENED SW 6710 MELANGE GREEN

HARDIE PANEL

HARDIE PANEL

(NICHHA OR EQUAL)

PAINTED BRICK

RECESSED LIGHTING

OVER FRONT ENTRIES

WEST

SCALE: 1/8" = 1'-0"

## RETAIL BUILDING #3

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

SIDE (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 914 SQ. FT. MASONRY PANEL: 320 SQ.FT. = 35.01%

MANUFACTURED STONE: 255 SQ. FT. = 27.90%

PAINTED BRICK: 339 SQ. FT. = 37.09%

SIDE (EAST) FACADE:

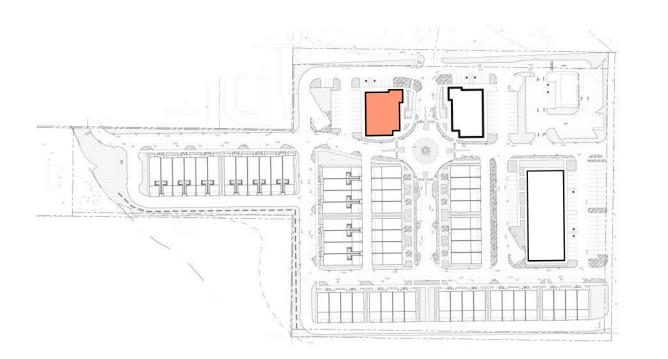
TOTAL MATERIAL SURFACE AREA = 1375 SQ. FT.

MANUFACTURED STONE: 314 SQ. FT. = 22.84%

MASONRY PANEL: 426 SQ. FT. = 30.98% PAINTED BRICK: 635 SQ. FT. = 46.18%







LARGE FORMAT
MASONRY PANEL
(NICHIHA OR EQUAL) SW 6710 MELANGE GREEN SW 6990 CAVIAR SW 7551 GREEK VILLA CORONADO STONE :WOOD STONE BLACKENED

REAR (SOUTH) FACADE: TOTAL MATERIAL SURFACE AREA = 1467 SQ. FT. MASONRY PANEL: 765 SQ. FT. = 52.15% PAINTED BRICK: 360 SQ. FT. = 25.54% MANUFACTURED STONE: 342 SQ. FT. = 23.31%

FRONT (NORTH) FACADE:

TOTAL MATERIAL SURFACE AREA = 1025 SQ. FT.

MANUFACTURED STONE: 322 SQ. FT. = 31.41%

MASONRY PANEL: 306 SQ. FT. = 29.85% PAINTED BRICK: 397 SQ. FT. = 38.73%





Manufactured Stone

SW 6710 Melange Green Masonry Panel

SW 7551 Greek Villa Painted Brick



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FM 423 PROPERTIES FRISCO, TX



NORTH

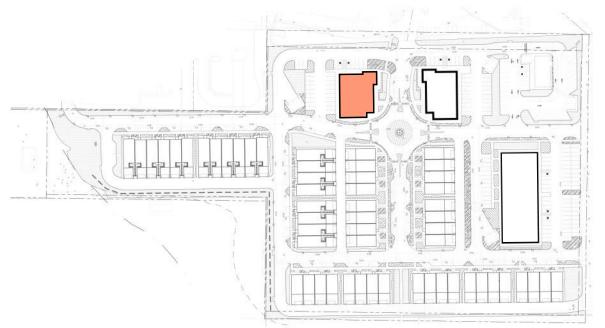
SCALE: 1/8" = 1'-0"

## RETAIL BUILDING #4

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# VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS









SW 6990 CAVIAR

CORONADO STONE :WOOD STONE BLACKENED

Coronado WoodStone Blackened Oak

Manufactured Stone

SW 6710 Melange Green

Masonry Panel

SW 7551 Greek Villa **Painted Brick** 



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FM 423 PROPERTIES FRISCO, TX



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## **RETAIL BUILDING #4**

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## VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS

LARGE FORMAT MASONRY PANEL (NICHIHA OR EQUAL)

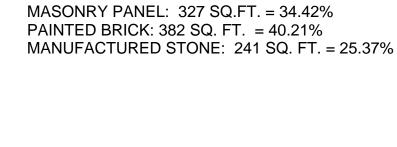
SW 6710 MELANGE GREEN

SW 7551 GREEK VILLA

MASONRY PANEL: 653 SQ. FT. = 46.81% PAINTED BRICK: 337 SQ. FT. = 24.16% MANUFACTURED STONE: 405 SQ. FT. = 29.03%

TOTAL MATERIAL SURFACE AREA = 1395 SQ. FT.

SIDE (EAST) FACADE:



TOTAL MATERIAL SURFACE AREA = 950 SQ. FT.

SIDE (WEST) FACADE:







FRONT (NORTH) FACADE: TOTAL MATERIAL SURFACE AREA = 2676 SQ. FT. MASONRY PANEL: 794 SQ. FT. = 24.74% PAINTED BRICK: 2014 SQ. FT. = 75.26%

GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 738 SQ. FT. MASONRY PANEL: 22 SQ. FT. = 2.99% PAINTED BRICK: 716 SQ. FT. = 97.01%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 1938 SQ. FT. MASONRY PANEL: 772 SQ. FT. = 39.84% PAINTED BRICK: 1166 SQ. FT. = 60.16%

SW 7718 Oak Creek

Masonry Panel

Masonry Panel

SW 7074

Masonry Panel

SW 7102 White Flour

SW 7102 White Flour

Painted Brick

Masonry Panel

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REAR (SOUTH) FACADE: TOTAL MATERIAL SURFACE AREA = 2771 SQ. FT. MASONRY PANEL: 595 SQ. FT. = 21.48% PAINTED BRICK: 2176 SQ. FT. = 78.52%

GROUND FLOOR

TOTAL MATERIAL SURFACE AREA = 608 SQ. FT. PAINTED BRICK: 608 SQ. FT. = 100%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 2163 SQ. FT. MASONRY PANEL: 595 SQ. FT. = 27.51% PAINTED BRICK: 1568 SQ. FT. = 72.49%

SQUARE FOOTAGES Middle Unit | End Unit | 4-Plex SECOND FLOOR LIVING THIRD FLOOR LIVING GARAGE PORCH OPEN PATIO COVERED PATIC 1198 406 MECHANICAL 3537 3708 14490

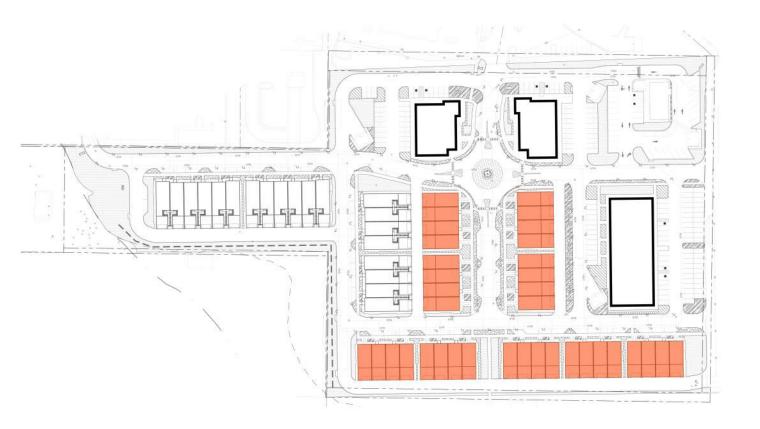
REAR (SOUTH)

65' DEEP 4-PLEX

SCALE: 1/8" = 1'-0"

# VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS







Masonry Panel



Masonry Panel

SW 7074 Software

Masonry Panel

SW 7102 White Flour Painted Brick

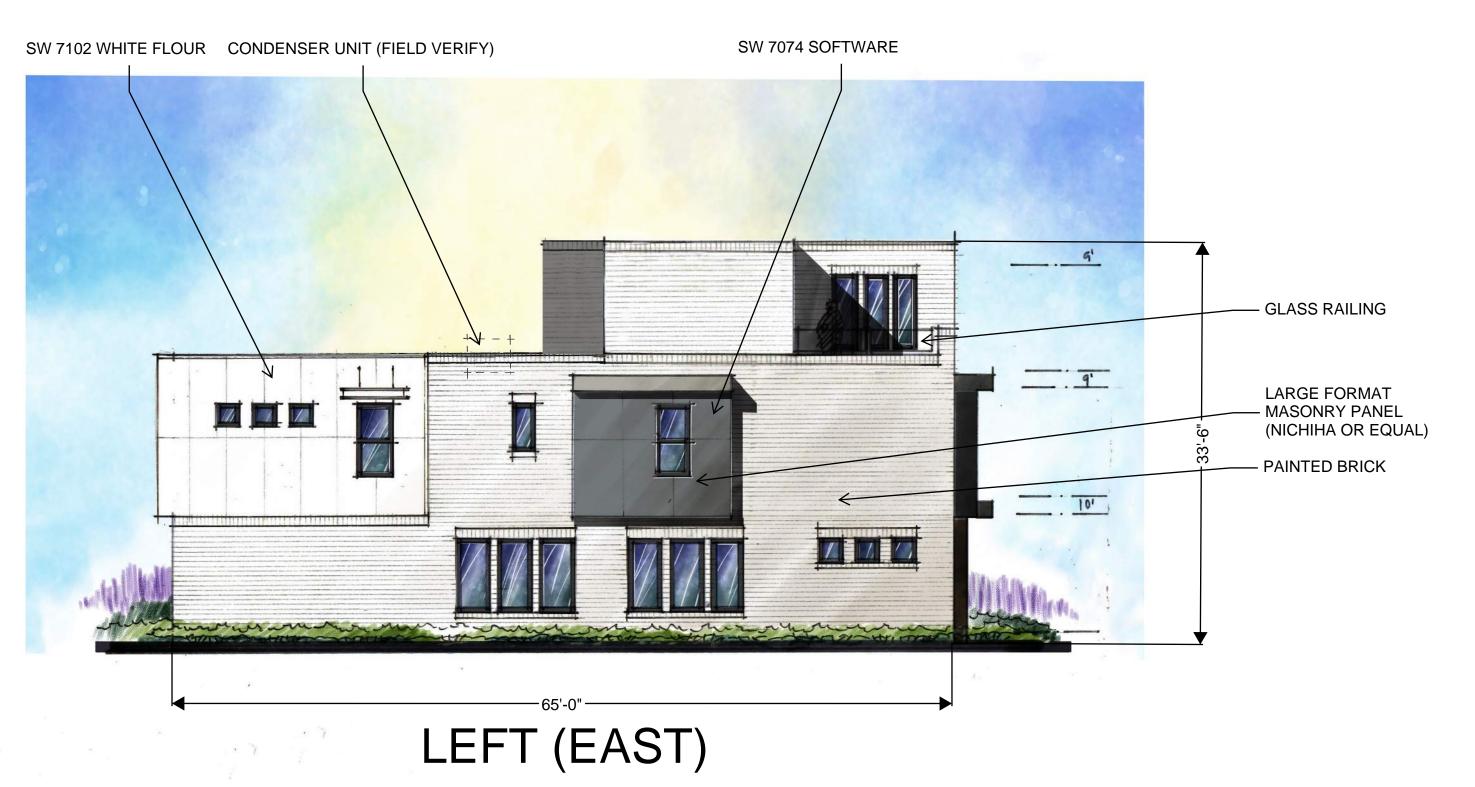
SW 7102

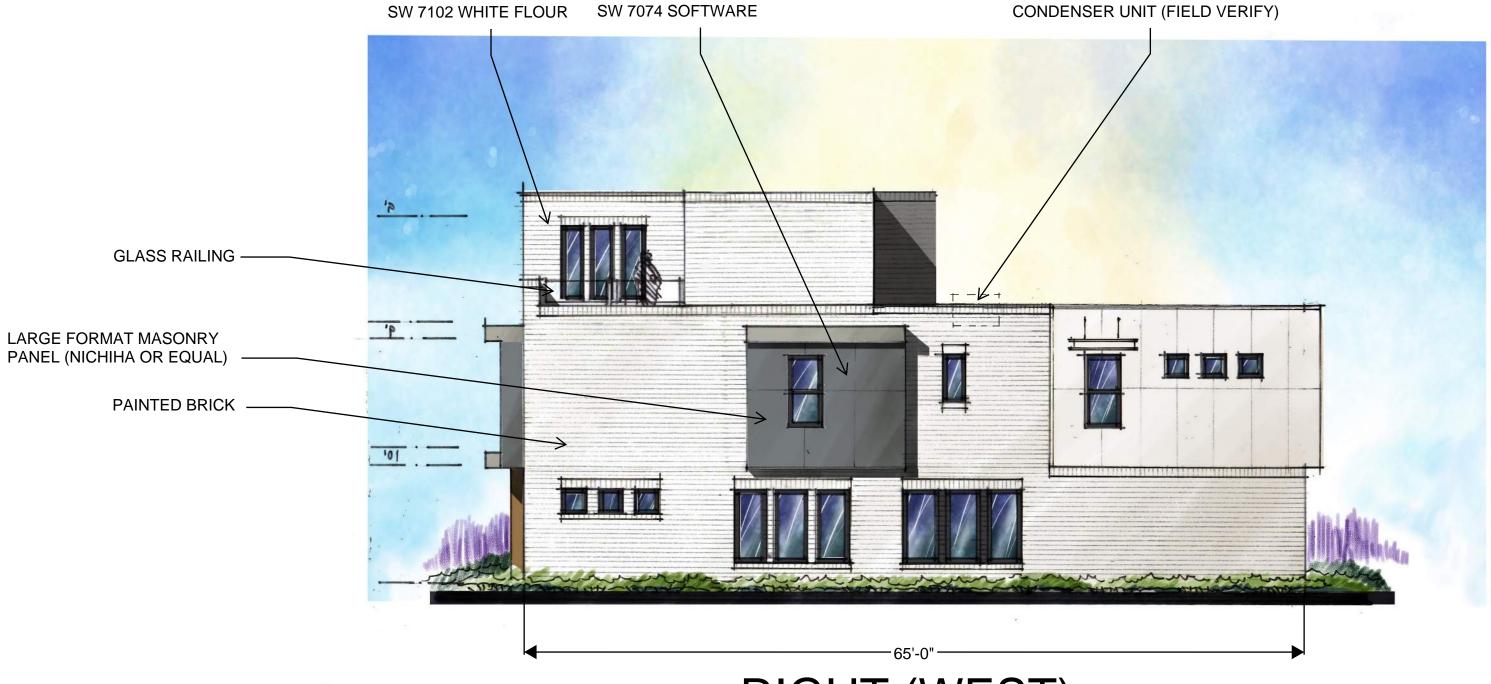
## Masonry Panel

White Flour

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FM 423 PROPERTIES
FRISCO, TX





RIGHT (WEST)

65' DEEP 4-PLEX

SCALE: 1/8" = 1'-0"

### LEFT (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1719 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 24.44% PAINTED BRICK: 1299 SQ. FT. = 75.56%

### GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 593 SQ. FT. PAINTED BRICK: 593 SQ. FT. = 100%

# OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 1126 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 37.30% PAINTED BRICK: 706 SQ. FT. = 62.70%

LEFT (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1719 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 24.44% PAINTED BRICK: 1299 SQ. FT. = 75.56%

## GROUND FLOOR

TOTAL MATERIAL SURFACE AREA = 593 SQ. FT. PAINTED BRICK: 593 SQ. FT. = 100%

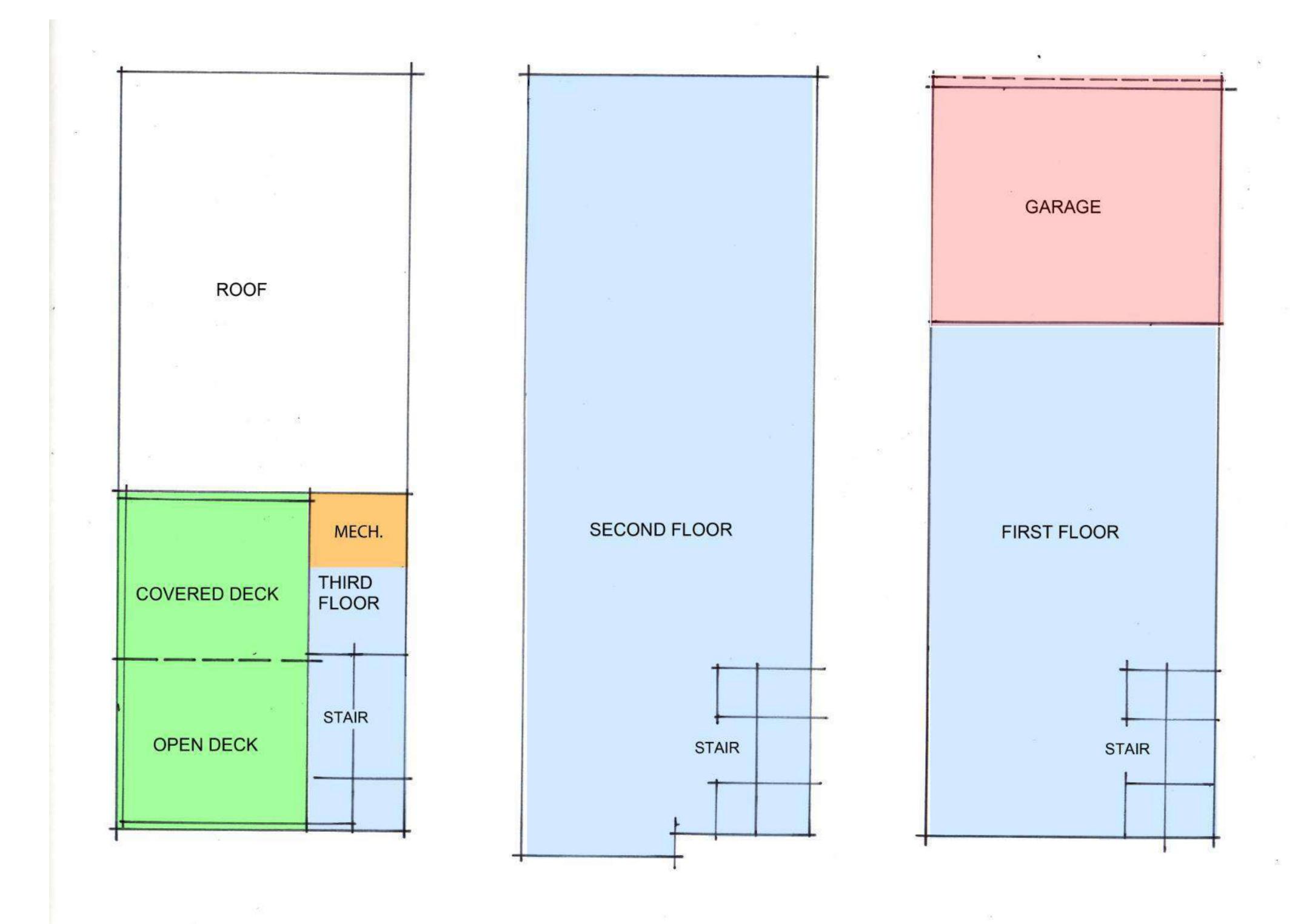
## OTHER FLOORS

TOTAL MATERIAL SURFACE AREA = 1126 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 37.30% PAINTED BRICK: 706 SQ. FT. = 62.70%

SQUARE FOOTAGES										
	Middle Unit	End Unit	4-Plex							
MAIN FLOOR LIVING	989	1024	4026							
SECOND FLOOR LIVING	1261	1496	5514							
THIRD FLOOR LIVING	16	35	102							
TOTAL LIVING	2266	2555	9642							
GARAGE	530	526	2112							
PORCH	31	15	92							
OPEN PATIO	281	239	1040							
COVERED PATIO	318	281	1198							
MECHANICAL		92	406							
TOTAL	3537	3708	14490							







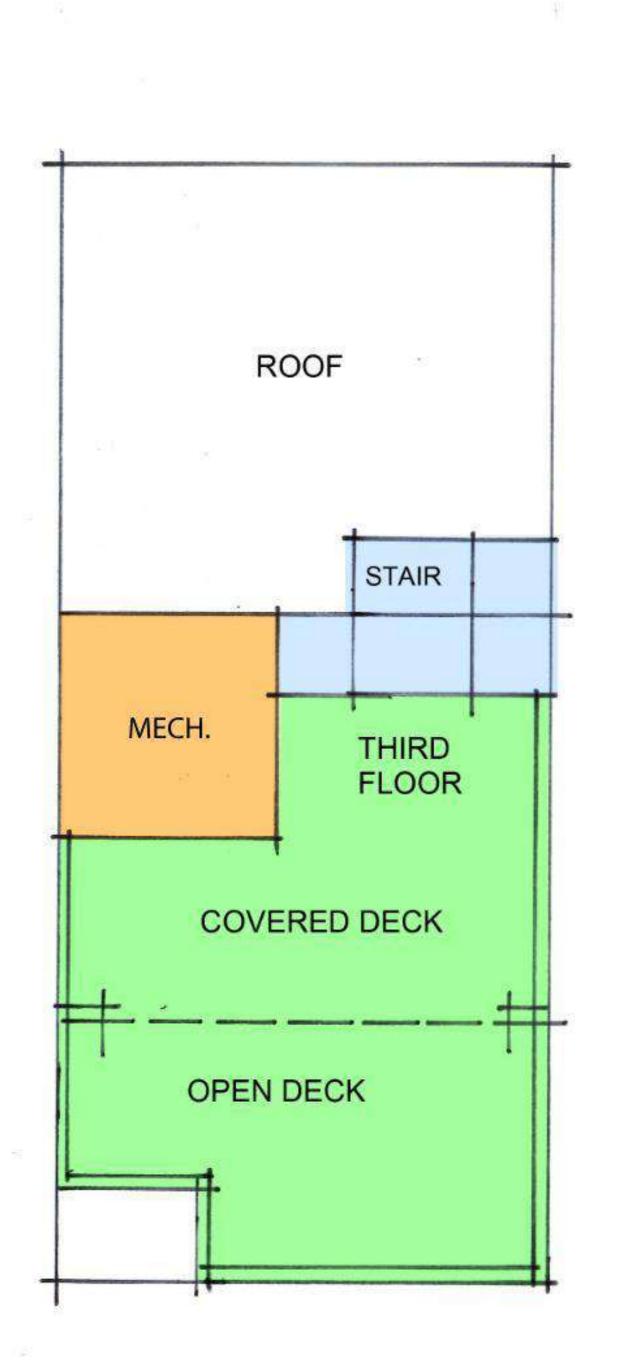
65' DEEP END CONDITON FLOOR DIAGRAM

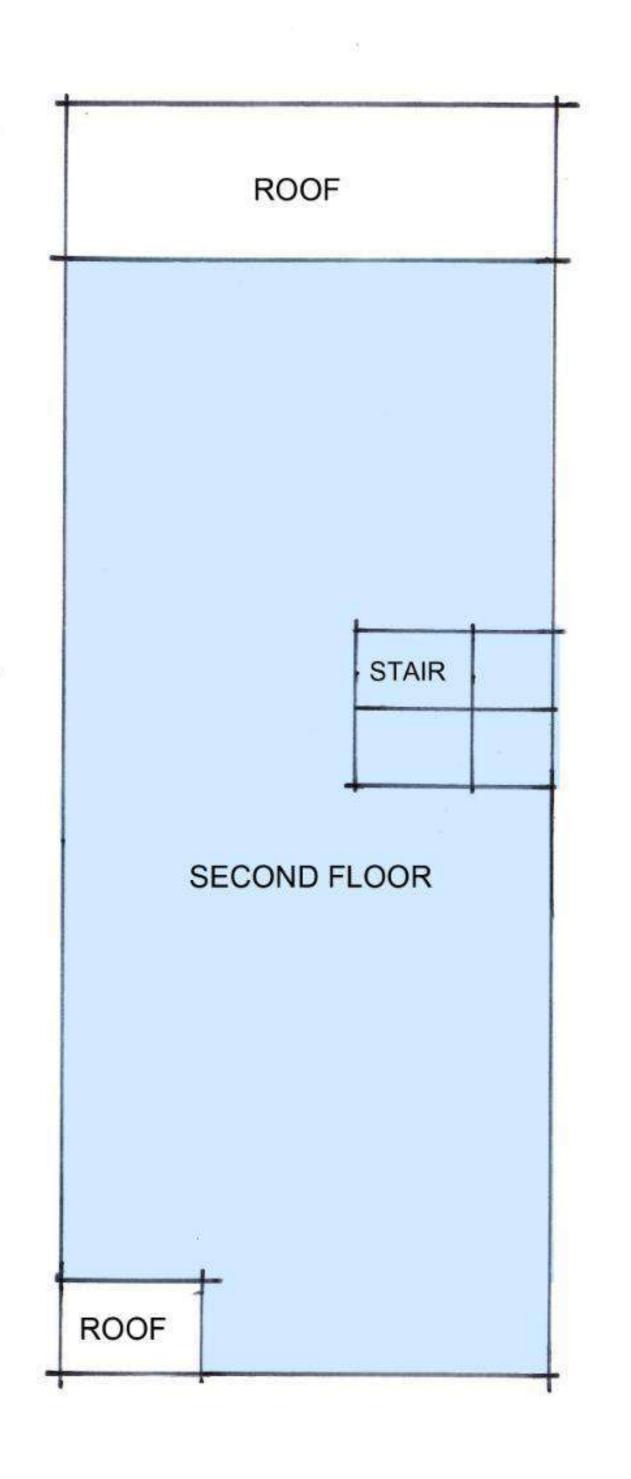
VISTAS AT SILVERCREEK

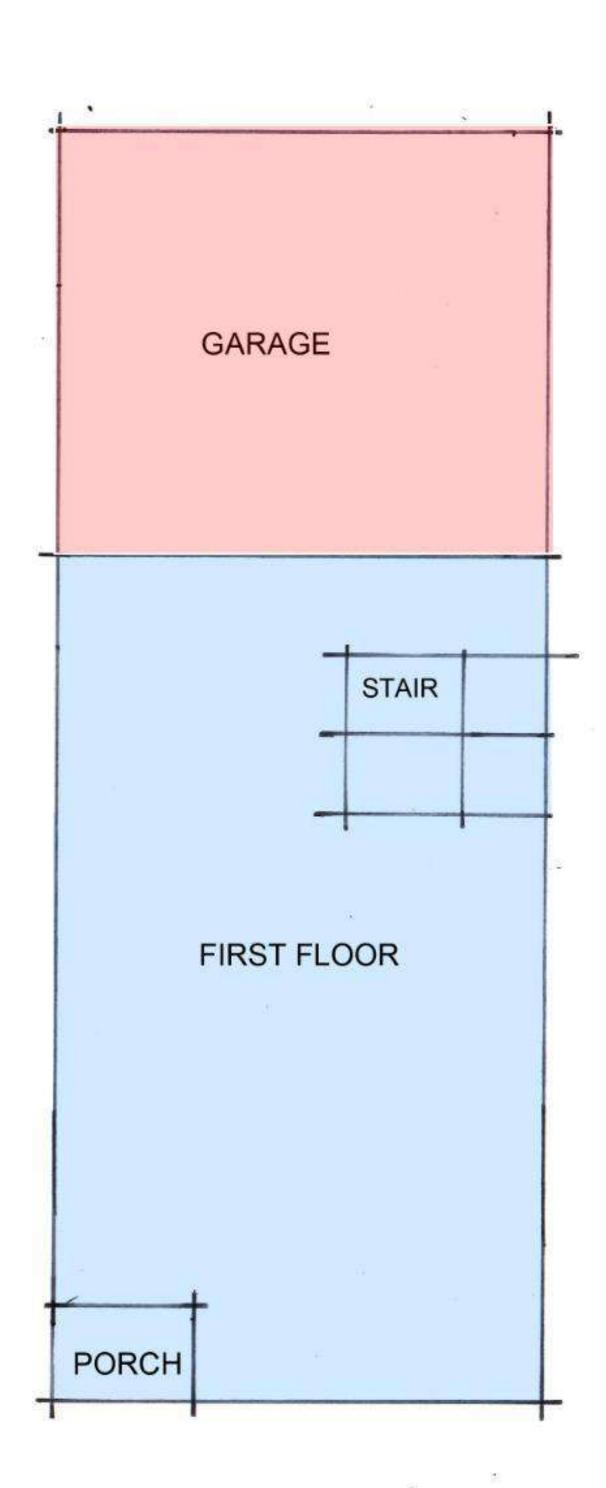
FM 423 & LITTLE ELM, TEXAS











# 65' DEEP MIDDLE CONDITON FLOOR DIAGRAM

VISTAS AT SILVERCREEK

FM 423 & LITTLE ELM, TEXAS





FRONT (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 4100 SQ. FT. MASONRY PANEL: 1024 SQ. FT. = 24.98% PAINTED BRICK: 3076 SQ. FT. = 75.02%

GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 1138 SQ. FT. MASONRY PANEL: 102 SQ. FT. = 8.97% PAINTED BRICK: 1036 SQ. FT. = 91.03%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 2962 SQ. FT. MASONRY PANEL: 922 SQ. FT. = 36.33% PAINTED BRICK: 2040 SQ. FT. = 68.87%

RECESSED LIGHTING
OVER FRONT ENTRIES

REAR (EAST) FACADE:

**GROUND FLOOR** 

OTHER FLOORS

LARGE FORMAT - MASONRY PANEL

PAINTED BRICK

- GLASS RAILING

- PAINTED BRICK

PAINTED WOOD

GARAGE DOOR, OR EQUIVALENT

- COACH LIGHT

SECOND FLOOR LIVING
THIRD FLOOR LIVING

GARAGE COVERED PATIO (ENTRY)

COVERED PORCH

OVERED DECK OVERED BALCONY

OPEN PATIO 2 COVERED PATIO

(NICHIHA OR EQUAL)

TOTAL MATERIAL SURFACE AREA = 3968 SQ. FT.

TOTAL MATERIAL SURFACE AREA = 860 SQ. FT.

TOTAL MATERIAL SURFACE AREA = 3108 SQ. FT.

SQUARE FOOTAGES

MASONRY PANEL: 509 SQ. FT. = 12.83%

PAINTED BRICK: 3459 SQ.FT. = 87.17%

PAINTED BRICK: 860 SQ. FT. = 100%

MASONRY PANEL: 509 SQ. FT. = 16.38%

PAINTED BRICK: 2599 SQ. FT. = 83.62%

FRONT (WEST)

REAR (EAST)

85' DEEP 6-PLEX

Masonry Panel

This Facade Plan is for conceptual purposes

Masonry Panel

SW 7074

SW 7102

White Flour

Painted Brick

SW 7102

White Flour

Masonry Panel

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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approval by Development Services.

Roof access shall be provided internally, unless

 Roof access shall be provided internally, unles otherwise permitted by the Chief Building Official.

FM 423 PROPERTIES FRISCO, TX

SCALE: 1/8" = 1'-0"

# VISTAS AT SILVERCREEK

FM 423 & LITTLE ELM, TEXAS

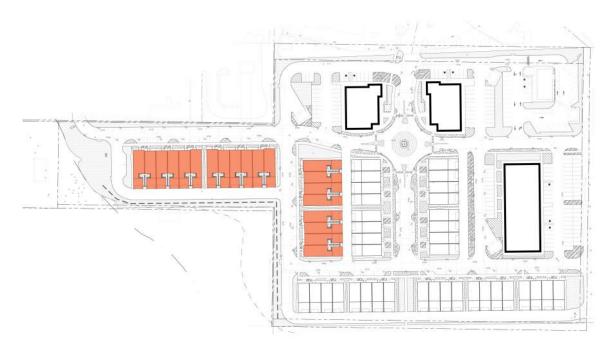


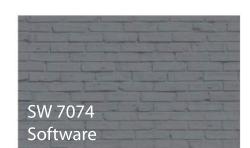
3852 4523 24454

6690 424

2305 2527

SW 7102 WHITE FLOUR SW 7644 GATEWAY GRAY SW 7074 SOFTWARE SW 7718 OAK CREEK





Painted Brick



Masonry Panel



Masonry Panel

SW 7074 Software

Masonry Panel

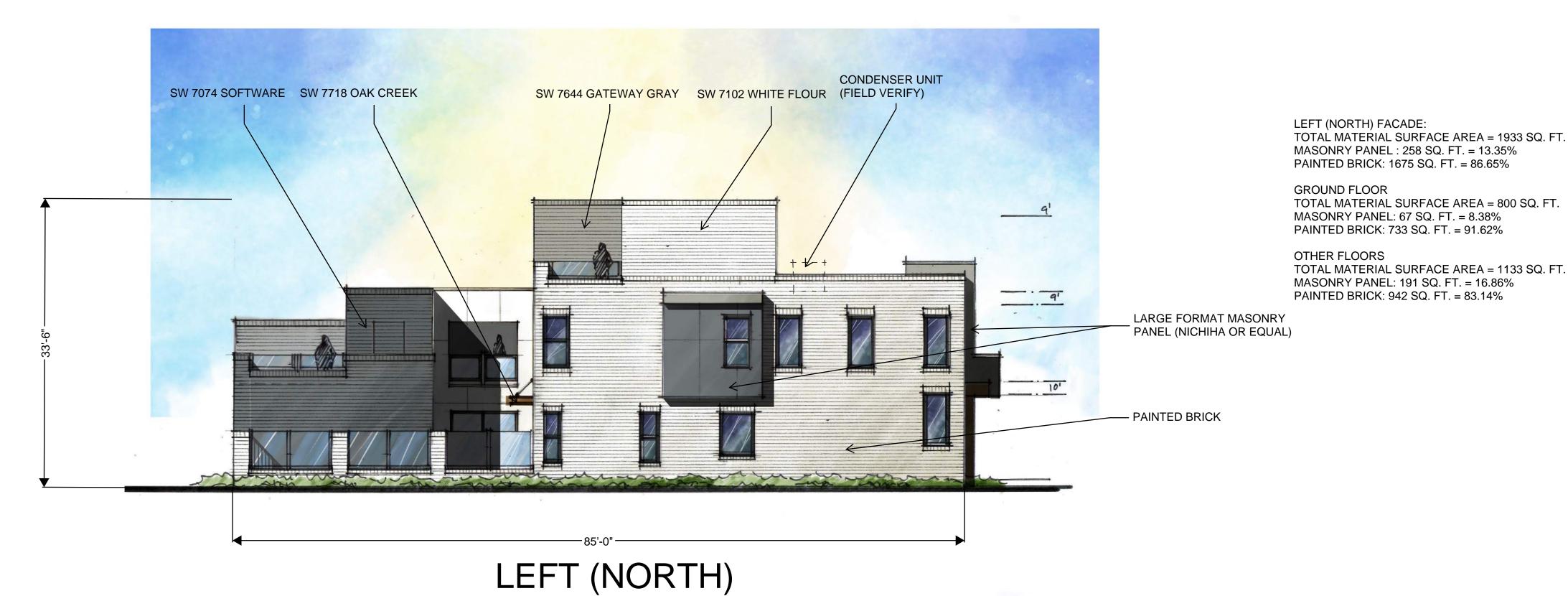
SW 7102 White Flour Painted Brick

SW 7102 White Flour

## Masonry Panel

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FM 423 PROPERTIES FRISCO, TX



SW 7074 SOFTWARE

CONDENSER UNIT

(FIELD VERITY)

SW 7102 WHITE FLOUR SW 7644 GATEWAY GRAY SW 7718 OAK CREEK

LEE

TO

MA

PAINTED BRICK

ANSONRY
PANEL (NICHIHA OR EQUAL)

PAINTED BRICK

OCT

TO

CONDENSER UNIT

PANEL (NICHIHA OR EQUAL)

PAINTED BRICK

PANEL (NICHIHA OR EQUAL)

PAINTED BRICK

OCT

TO

CONDENSER UNIT

PANEL (NICHIHA OR EQUAL)

LEFT (NORTH) FACADE: TOTAL MATERIAL SURFACE AREA = 1933 SQ. FT. MASONRY PANEL : 258 SQ. FT. = 13.35% PAINTED BRICK: 1675 SQ. FT. = 86.65%

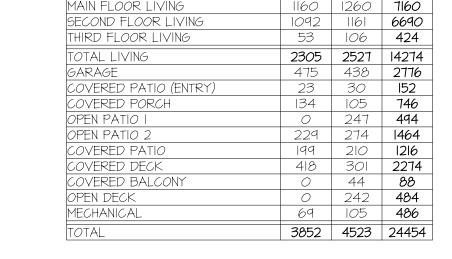
GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 800 SQ. FT. MASONRY PANEL: 67 SQ. FT. = 8.38% PAINTED BRICK: 733 SQ. FT. = 91.62%

OTHER FLOORS
TOTAL MATERIAL SURFACE AREA = 1133 SQ. FT.
MASONRY PANEL: 191 SQ. FT. = 16.86%
PAINTED BRICK: 942 SQ. FT. = 83.14%

RIGHT (SOUTH)

85' DEEP 6-PLEX

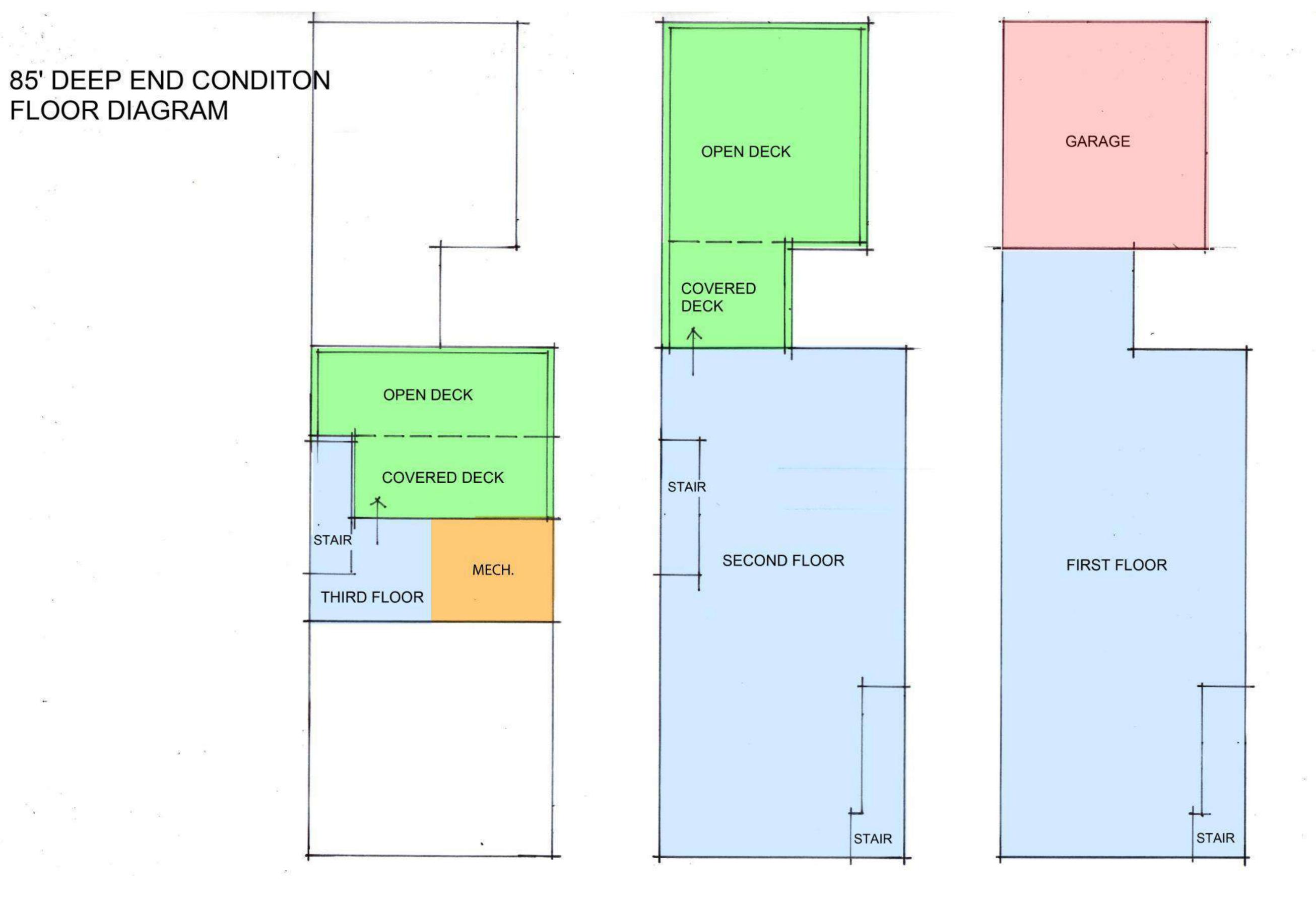
SCALE: 1/8" = 1'-0"



SQUARE FOOTAGES

# VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS





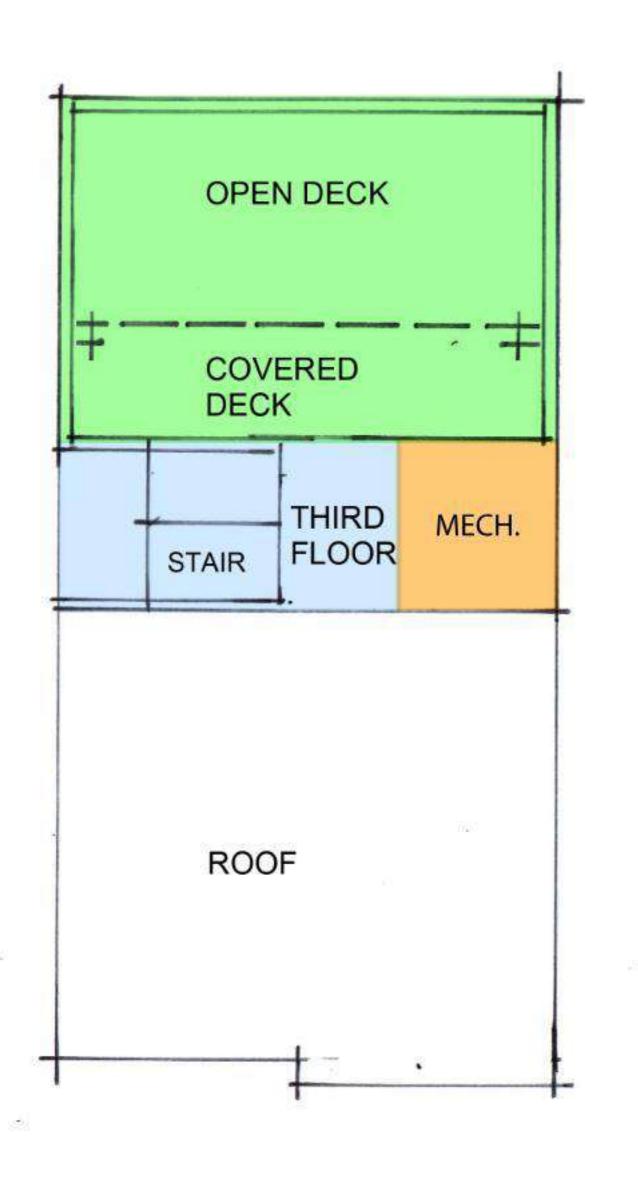
FM 423 PROPERTIES FRISCO, TX

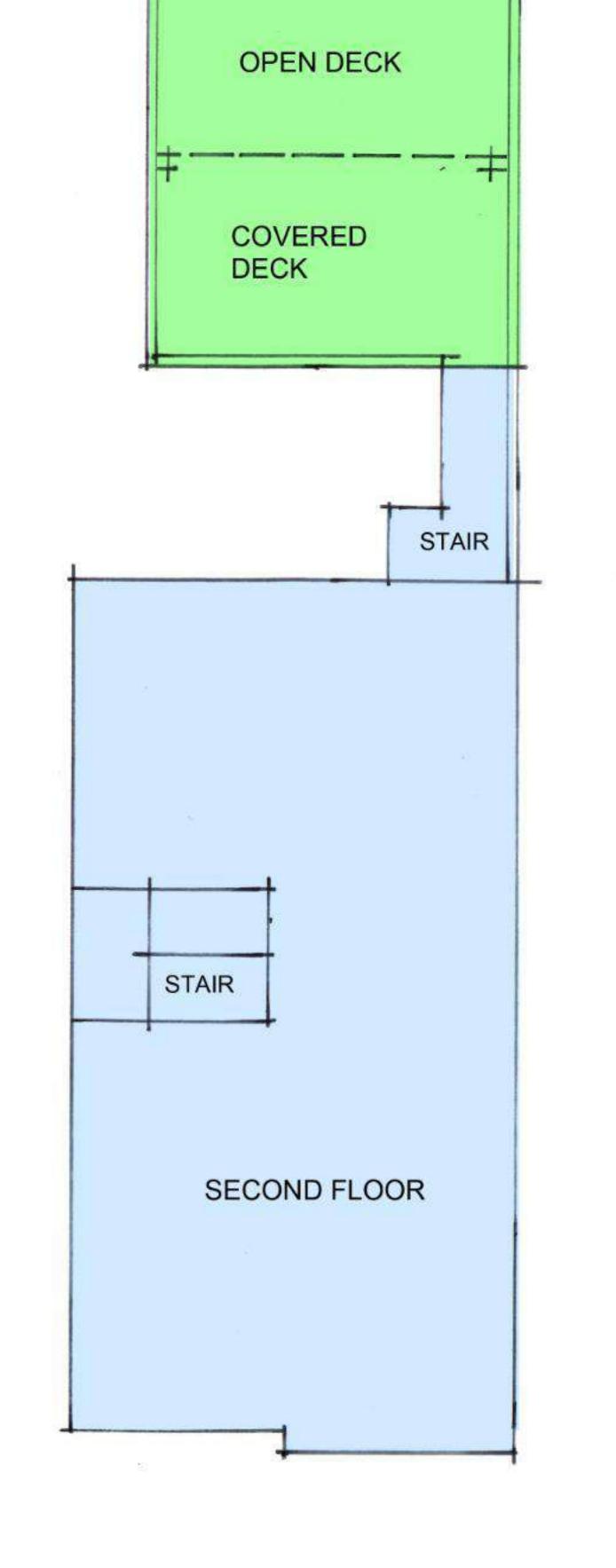
LITTLE ELM TOWNHOMES

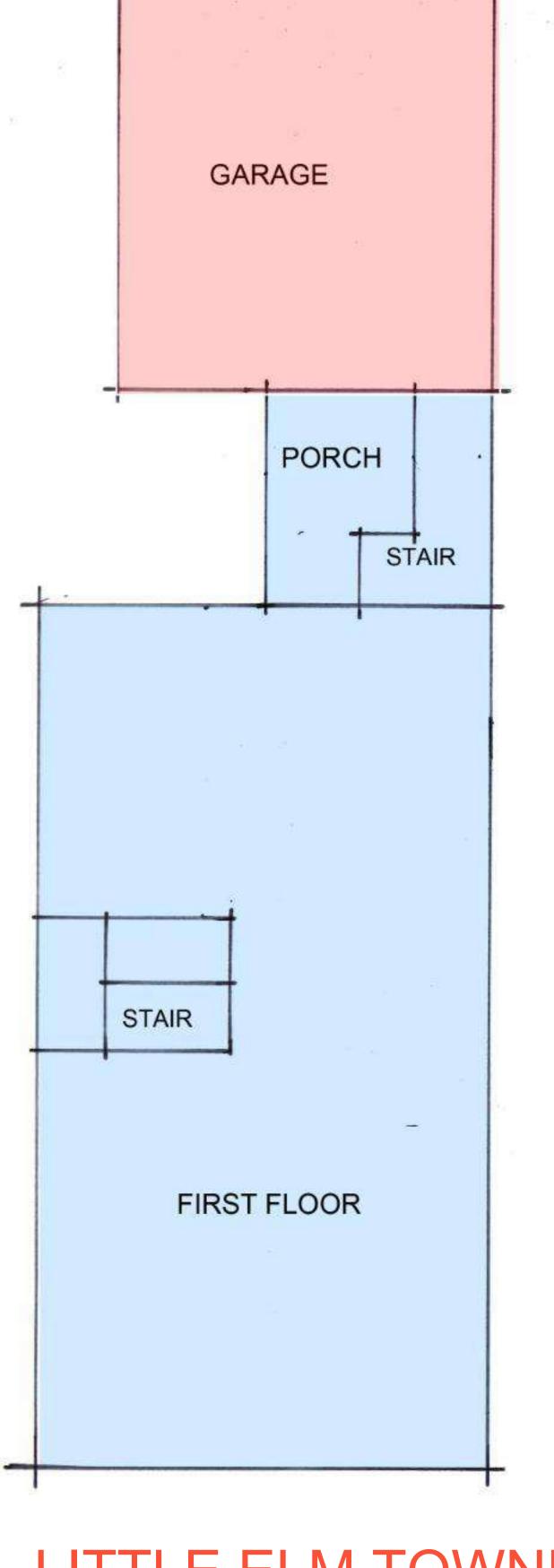
FM 423 & LITTLE ELM, TEXAS



# 85' DEEP MIDDLE CONDITION FLOOR DIAGRAM





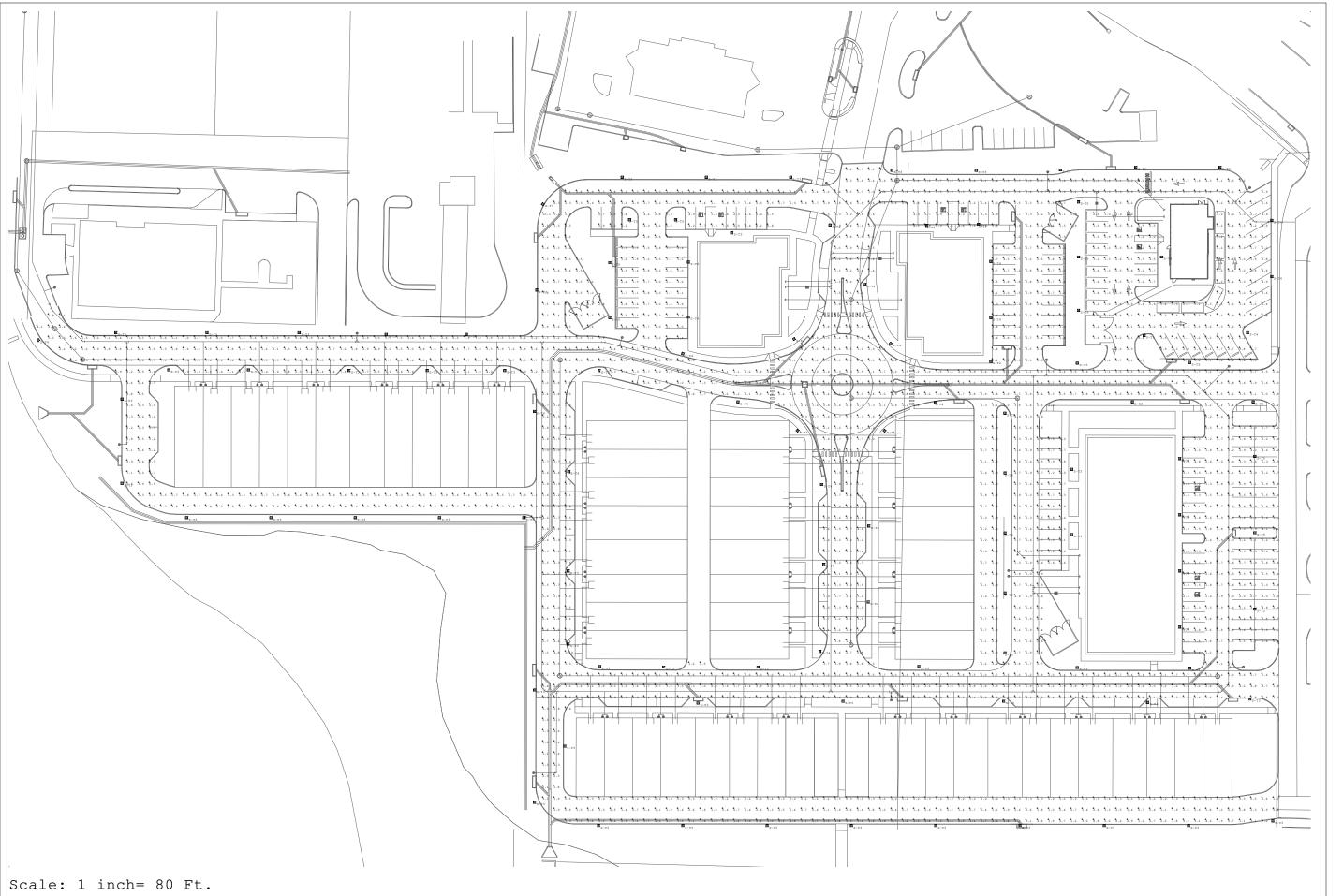


FM 423 PROPERTIES
FRISCO, TX

LITTLE ELM TOWNHOMES

FM 423 & LITTLE ELM, TEXAS







Vistas at Silver Creek Calculated By: Kevin Hooey	Calculated By: Kevin Hooey	C	Light Loss Factor 0.91	0.91
	Requested By:	alc	Calculation plane	0
		•		
	Date:11/2/2022	In	Reflectances	Y Y
	Scale: N/A	fo	Mounting height	14'

Page 1 of 2

#### **DISCLAIMER:**

These calculations have been performed according to IES standards and good practice. There may be differences between measured values and the results presented herin, based on the extent in which field conditions deviate from the input data. These conditions include room dimensions, luminaire position, surface reflectances, architectural elements and furniture, temperature, voltage, measurement techniques and equipment tolerances. All attached drawings and images are for photometric reference only they are not made for construction.

### **AREA INFORMATION:**

Area label : Wall Height: Mounting Height: 14' Reflectences : NA

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Site Surface	Fc	2.23	10.1	0.2	11.15	50.50

Luminaire S	Luminaire Schedule												
Symbol	Qty	Label	[MANUFAC]	Description	Lum. Watts	Lum. Lumens	LLF						
· ·	1	S-T2	Sternberg Lighting	ML660-16L40T2-MDL018-CA	78.5	7028	0.900						
•	59	S-T3	Sternberg Lighting	ML660-16L40T3-MDL018-CA	78.4	6938	0.900						
<b>→</b>	29	S-T4	Sternberg Lighting	ML660-16L40T4-MDL018-CA	78.3	6490	0.900						
· b	19	S-T5	Sternberg Lighting	ML660-16L40T5-MDL018-CA	78.5	6996	0.900						



ML660



ŀ				
	Comments			
	Date			
	#			
	Re	vis	sio	ns

	I/ C	. V I	SIU	•
	Calculated By: Kevin Hooey	Requested By:	Date:11/2/2022	

er Creek	Sternberg LTG-ML660_2
at Silver	-1G-
4	erg l
/istas	ernb
<b>&gt;</b>	S



## ML660 MILLENIA SERIES



**EPA** 1.3 (ft<sup>2</sup>) WEIGHT 35 I BS

7 YEAR WARRANTY

LUMEN RANGE 2,065 to 7.820

LIFE SPAN L70 MINIMUM 100,000 HOLIRS

LISTED

CLICK FOR FAQ's



JOB NAME LITTLE ELM RESIDENCES

FIXTURE TYPE

**MEMO** 

#### **BUILD A PART NUMBER** ORDERING EXAMPLE: PT-ML660-12L40T3-MDL018-SV1-FHD-BLOC/4SQ12-.125/UGMT Mounting Option House Side Shield **Fixture** LED CCT **Distribution Type** Driver Lens **Option Fuse Finish** Config. Sheets Sheets

#### **Mounting Configuration**

(Click here to link to mounting configuration specification page)

• 3A90

3APT

- 1W • PT • 1A 1APT
- 2A
- ·2A90
- 2APT
- 3A
  - 4A 4APT

W = Wall Mount A = Arm Mount AM = Arm Mid-Mount

#### Fixture

• ML660

#### **LED**

• 24L • 16L • 12L

#### **CCT - Color Temperature (IK)**

• 27(00) • 30(00) • 35(00)

• T3

• 40(00) • 50(00)

#### Distribution Type

• T2



• T4

• T5

#### Driver

- MDL018<sup>1</sup> (120V-277V, 180mA)
- MDH018<sup>1</sup> (347V-480V, 180mA)
- MDL0142 (120V-277V, 140mA)
- MDH0142 (347V-480V, 140mA)
- MDL008<sup>3</sup> (120V-277V, 80mA)
- MDH0083 (347V-480V, 80mA)
- 116L or 12L system only.
- 2 241 or 121 system only
- ³ 12L system only.

#### Lens

#### • CA (Clear Acrylic)

- SV1 (Flat Soft Vue Light Diffused Acrylic)
- SV2 (Flat Soft Vue Moderate Diffused Acrylic)

#### Options (Click here to view accessories sheet)

- FHD<sup>4</sup> Double Fuse and Holder
- HSS External 120° House Side Shield
- BLOC Back Light Optical Control

#### Arm (Click here to view arm website page)

See Arms & Wall Brackets specification sheets.

·480

Pole (Click here to link to pole specification page) See Pole specification sheets.

#### **Finish**

• 1AM

2AM

#### Standard Urban Finishes (Click here to view paint finish sheet)

- UGMT Gun Metal Textured
- · UGM Gun Metal Matte
- UBT Urban Bronze Textured
- UB Urban Bronze Matte
- USLT Urban Silver Textured
- USL Urban Silver Matte
- UWHT Urban White Textured
- UWH Urban White Matte
- BIKT Black Textured

#### Custom Urban Finishes<sup>5</sup>

• CM Custom Match

<sup>5</sup>Smooth finishes are available upon request.

## **Specifications**

#### **Fixture**

The medium scale ML660 Millenia® post top luminaire is a breakthrough in modern area lighting technology. Its new world urban design transcends traditional lighting convention by seamlessly interweaving form and function to yet another level. Our convective AAD™ "Advanced Air-flow Dynamics" maximizes heat sink expulsion to deliver unsurpassed thermal management for long-life LED performance and energy efficiency. Available with a myriad of options, the Millenia is perfect for commercial, institutional and municipal markets. The cast aluminum slipfitter slips a 3" OD x 3" tall tenon. The Luminaire shall be UL listed in US and Canada.

#### **LEDs**

The luminaire shall use high output, high brightness LED's. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable; they shall also be protected from moisture and corrosion by a conformal coating. They shall not contain lead, mercury or any other hazardous

substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 5000K (4500K, 3000K, 3500K or 2700K option) color temperature with a minimum CRI of 70. Consult factory for custom color CCT. The luminaire shall have a minimum \_\_\_\_\_ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

The luminaire shall be provided with refractor type optics applied to each LED array. The luminaire shall provide Type \_\_\_ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IFSNA I M-79

BLOC Optic: An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire.

#### **Electronic Drivers**

The LED driver shall be U.L. Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload, overheat and short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be a high efficiency driver with a THD less than 20% and a high power factor greater than .9. It shall be dimming capable using a 0-10v signal, consult factory for more information

See next page



800-621-3376 555 Lawrence Ave., Roselle, IL 60172 contactus@sternberglighting.com www.sternberglighting.com

<sup>&</sup>lt;sup>4</sup>Ships loose for installation in base

## **ML660 MILLENIA SERIES**



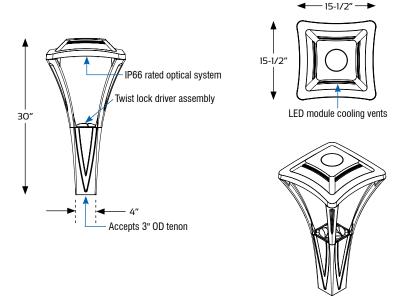
#### Warranty

Seven-year limited warranty. See product and finish warranty guide for details.

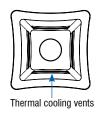
#### **Finish**

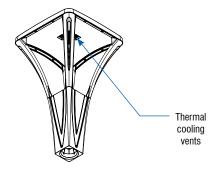
Refer to website for details.

#### **Fixtures**

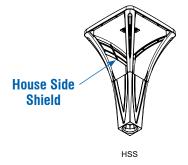


#### **Features**





## **Options**





## **ML660 MILLENIA SERIES**



## Performance (Based on CA Lens)

MODEL #	T2 LUMENS	BUG	EFFICACY (LPW)	T3 LUMENS	BUG	EFFICACY (LPW)	T4 LUMENS	BUG	EFFICACY (LPW)	T5 LUMENS	BUG	EFFICACY (LPW)	WATTS
24L40TMDL014	8400	B2U0G2	95.5	8410	B2U0G2	95.6	7925	B2U0G2	90.1	8510	B3U0G1	96.7	88
24L30TMDL014	8010	B2U0G2	91.0	8020	B2U0G2	91.1	7555	B2U0G2	85.9	8115	B3U0G1	92.2	88
24L27TMDL014	7240	B2U0G2	82.3	7250	B1U0G1	82.4	6830	B1U0G1	77.6	7335	B2U0G1	83.4	88
16L40TMDL018	6930	B2U0G1	87.7	6880	B1U0G1	87.1	6460	B1U0G1	81.8	6960	B2U0G1	88.1	79
16L30TMDL018	6605	B2U0G1	83.6	6560	B1U0G1	83.0	6160	B1U0G1	78.0	6635	B2U0G1	84.0	79
16L27TMDL018	5975	B1U0G1	75.6	5930	B1U0G1	75.1	5570	B1U0G1	70.5	6000	B2U0G1	75.9	79
12L40TMDL018	5155	B1U0G1	85.9	5140	B1U0G1	85.7	4900	B1U0G1	81.7	5170	B2U0G2	86.2	60
12L30TMDL018	4915	B1U0G1	81.9	4900	B1U0G1	81.7	4670	B1U0G1	77.8	4930	B2U0G2	82.2	60
12L27TMDL018	4445	B1U0G1	74.1	4430	B1U0G1	73.8	4225	B1U0G1	70.4	4455	B2U0G2	74.3	60
12L40TMDL014	4235	B1U0G1	92.1	4270	B1U0G1	92.8	4035	B1U0G1	87.7	4250	B2U0G2	92.4	46
12L30TMDL014	4040	B1U0G1	87.8	4070	B1U0G1	88.5	3845	B1U0G1	83.6	4050	B2U0G2	88.0	46
12L27TMDL014	3650	B1U0G1	79.3	3680	B1U0G1	80.0	3480	B1U0G1	75.7	3665	B2U0G1	79.7	46
12L40TMDL008	2585	B1U0G1	95.7	2635	B1U0G1	97.6	2475	B1U0G1	91.7	2600	B1U0G1	96.3	27
12L30TMDL008	2465	B1U0G1	91.3	2510	B1U0G1	93.0	2360	B1U0G1	87.4	2480	B1U0G1	91.9	27
12L27TMDL008	2230	B1U0G1	82.6	2270	B1U0G1	84.1	2135	B1U0G1	79.1	2240	B1U0G1	83.0	27

### CDLED2W-20W-WW930-K





Cylinders are a complete design solution. They are available in various sizes, mounting options, colors and beam angles, and suitable for indoor/outdoor use.

Color: Matte black Weight: 2.6 lbs

Project:	Туре:
Prepared By:	Date:

Driver Info	0	LED Info	
Type	Constant Current	Watts	20W
120V	0.18A	Color Temp	3000K (Warm)
208V	0.11A	Color Accuracy	93 CRI
240V	0.10A	R9	62
277V	0.09A	L70 Lifespan	50,000
Input Watts	21.10W	Lumens	1,170
		Efficacy	55.5 LPW

#### **Technical Specifications**

#### Listings

#### **UL Listed:**

Suitable for wet locations

#### IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### **Electrical**

#### Driver:

Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.18A, 208V: 0.11A, 240V: 0.10A, 277V: 0.09A

#### **Dimming Driver:**

0 - 10V (at 120-277V), TRIAC and ELV (at 120V only)

#### THD:

13.2% at 120V, 20.5% at 277V

#### Power Factor:

98.3% at 120V, 88.1% at 277V

#### **Optical**

#### Optics:

Wall Wash

#### **LED Characteristics**

#### Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

#### LEDs:

Long-life, high-efficacy, surface-mount LEDs

#### Color Stability:

LED color temperature is warrantied to shift no more than 200K in color temperature over a 5year period

#### Construction

#### **Cold Weather Starting:**

The minimum starting temperature is -30°C (-22°F)

#### **Maximum Ambient Temperature:**

Suitable for use in 40°C (104°F)

#### Lens

TIR-Polycarbonate (Total Internal Reflection)

#### Reflector:

Vacuum-metalized polycarbonate

#### Housing:

Extruded aluminum

#### Mounting:

Wall direct/indirect light

#### Gaskets:

High-temperature silicone

#### Green Technology:

Mercury and UV free. RoHS-compliant components.

#### Finish:

Formulated for high durability and long-lasting color

#### Other

#### Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at <a href="mailto:rable-n

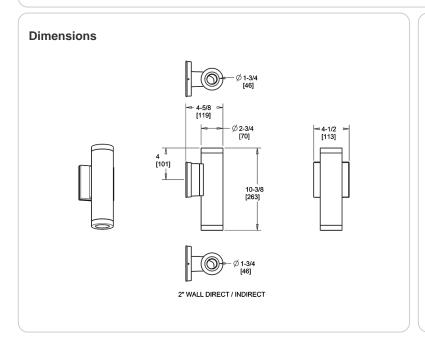


#### **Technical Specifications (continued)**

#### Other

#### **Buy American Act Compliance:**

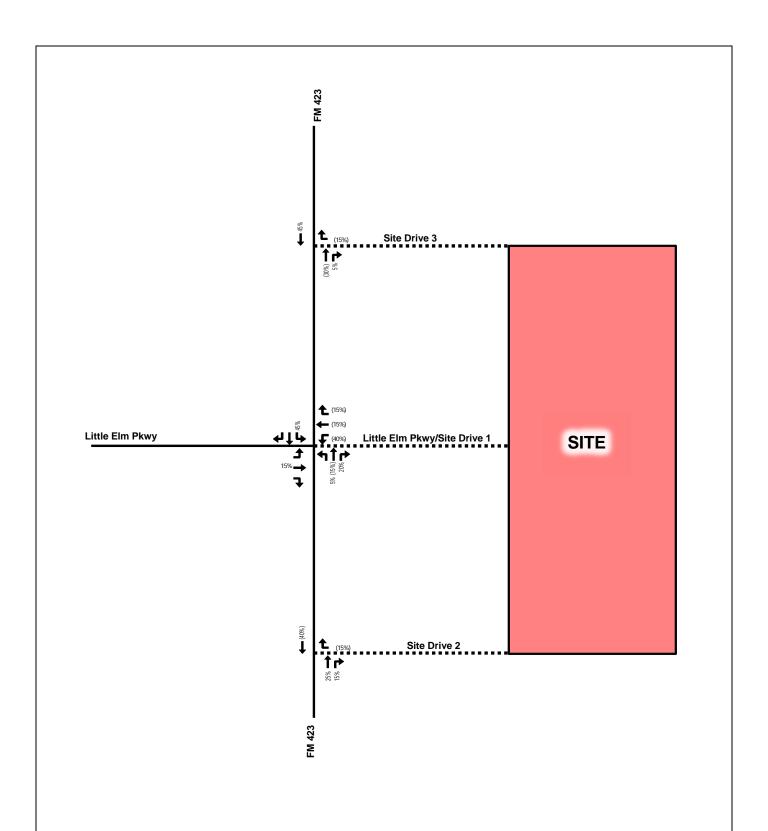
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.



#### **Features**

Sleek, contemporary, architectural-grade design Universal dimming driver (TRIAC, ELV and 0-10V) 50,000-Hour LED lifespan

dering Ma	atrix					
Family	Size	Mounting	Wattage	Optic	CRI/Color Temp	Finish
CDLED	2	W	- 20W -	WW	930	-   K
	<b>2</b> = 2"	WD = Wall Direct (Downlight) Only	<b>10W</b> = 10W	<b>20D =</b> 20°	<b>927 =</b> 90 CRI, 2700K	W = Matte White
	<b>4</b> = 4"	WU = Wall Indirect (Uplight) Only	<b>20W =</b> 20W	<b>30D =</b> 30°	<b>930 =</b> 90 CRI, 3000K	K = Matte Black
	<b>6</b> = 6"	W = Wall Direct/Indirect	<b>26W =</b> 26W	<b>40D =</b> 40°	935 = 90 CRI, 3500K	S = Matte Silve
		(Downlight/Uplight)	<b>40W</b> = 40W	<b>50D</b> = 50°	940 = 90 CRI, 4000K	<b>Z</b> = Bronze
		S = Surface (Ceiling Mount)		<b>80D =</b> 80°	950 = 90 CRI, 5000K	
		PC = Pendant Cord 48" Standard PS = Pendant Stem		WW = Wall Wash	, , , , , , , , , , , , , , , , , , , ,	



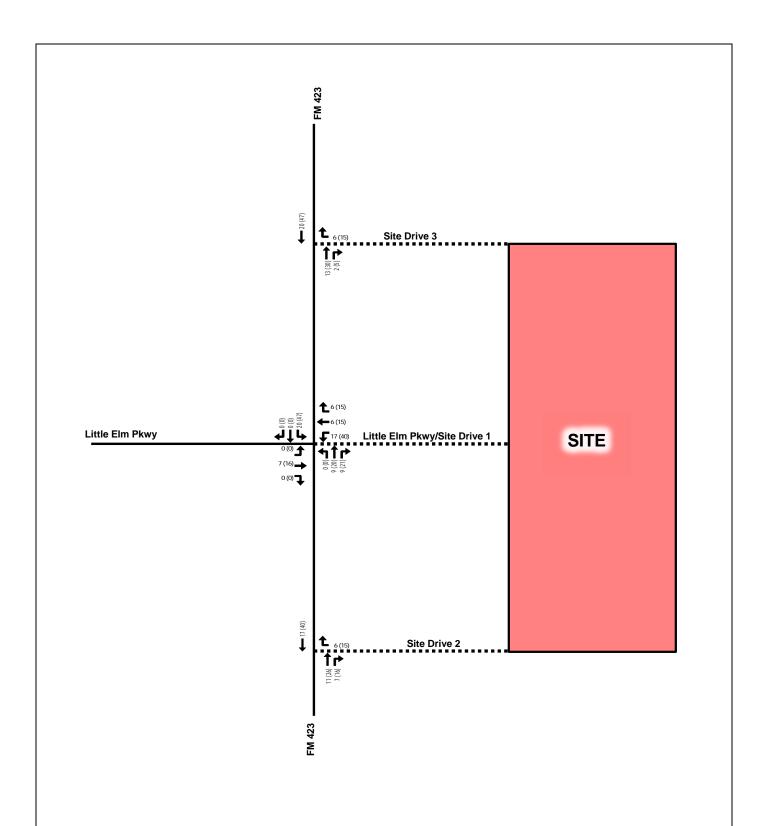
#### **EXHIBIT 1**

Trip Distribution and Traffic Assignment FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X% (Y%)
X% = Percentage of Inbound Site-Generated Traffic
(Y%) = Percentage of Outbound Site-Generated Traffic





#### **EXHIBIT 2**

Site-Generated Traffic Volumes FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X (Y)
X = Weekday AM Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis



## FM 423 and Little Elm Pkwy - Little Elm, Texas Trip Generation

Land Uses	Amount	Units	ITE Code	Daily One-Way	On	l Peak Ho e-Way Tr			l Peak He e-Way Ti	
				Trips	IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Attached Housing	56	DU	215	403	8	19	27	18	14	32
Strip Retail Plaza (<40k)	30,449	SF	822	1,515	36	24	60	86	86	172

## **Development Totals**

•							
Raw Trip Generation Total:	1,918	44	43	87	104	100	204
Internal Capture Total:	0	0	0	0	0	0	0
External Trips:	1,918	44	43	87	104	100	204
0% Multimodal Reduction	0	0	0	0	0	0	0
Total Net New External Vehicle Trips:	1,918	44	43	87	104	100	204

Trip Generation rates based on *ITE's Trip Generation Manual*, 11<sup>th</sup> Edition.

#### Exhibit A

#### Metes and Bounds

**BEING** a tract of land situated in the William McFadden Survey, Abstract No. 893, and the Christian Borhmann Survey, Abstract No. 86, Town of Little Elm, Denton County, Texas, and being all of Lot 2R, Block 1, Replat of the Little Elm Landscape Center Lot 2R, Block 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-2266, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of Lot 4, Block 1, Replat of the Little Elm Landscape Center, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 707, P.R.D.C.T., and being all of a called 2.207 acre tract of land designated as "Tract I" in a Special Warranty Deed to HRK Realty, LLC, recorded in Document No. 2018-73726, Official Records, Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "SCI" found at the southwest corner of said Lot 4, Block 1, and the southeast corner of Lot 2, Block A, QT 920 Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2012-158, P.R.D.C.T., and being in the north line of Lot 1, Block 1, Victory at Creekside Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-193, P.R.D.C.T.;

**THENCE** North 02°58'51" West, with the east line of said Lot 2, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 301.34 feet, the northeast corner of said Lot 2, Block A, same being the southeast corner of Lot 1, Block A of said QT 920 Addition, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 342.13 feet, a 1/2" iron rod found at the northwest corner of said Lot 4, Block 1, same being at the southwest corner of said Lot 2R, Block 1, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 2R, Block 1 for a total distance of 677.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set (hereinafter called 5/8" iron rod set) at the northwest corner of said Lot 2R, Block 1, and being at the southwest corner of Lot 1R, Block 1 of said Replat of the Little Elm Landscape Center;

**THENCE** North 88°36'10" East, with the north line of said Lot 2R, Block 1, and the south line of said Lot 1R, Block 1, a distance of 602.87 feet to a 5/8" iron rod set at the northeast corner of said Lot 2R, Block 1, and the southeast corner of said Lot 1R, Block 1, and being in the west line of Lot 44, Block B, Eldorado Estates, Phase IV, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 830, P.R.D.C.T.;

**THENCE** South 01°23'50" East, with the east line of said Lot 2R, Block 1, and the west line of said Lot 44, passing at distance of 344.30 feet, the southeast corner of said Lot 2R, Block 1, same being the northeast corner of said Lot 4, Block 1, and continuing with the east line of said Lot 4, Block 1, and the west line of said Lot 44 for a total distance of 685.86 feet to a point for corner

at the southeast corner of said Lot 4, Block 1, same being the southwest corner of said Lot 44, and being in the north line of a called 9.3361 acre tract of land described in a Special Warranty Deed to Tarrant Assurance Residential Limited Partnership, recorded in Document No. 2011-41820, O.R.D.C.T.;

**THENCE** South 89°28'47" West, with the south line of said Lot 4, Block 1, and the north line of said 9.3361 acre tract, a distance of 260.84 feet to a 5/8" iron rod set at the northwest corner of said 9.3361 acre tract, same being the northeast corner of the aforementioned 2.207 acre tract;

**THENCE** South 01°00'13" East, with the west line of said 9.3361 acre tract and the east line of said 2.207 acre tract, a distance of 471.91 feet to a point in a creek at the southeast corner of said 2.207 acre tract;

**THENCE** South 66°54'51" West, with the south line of said 2.207 acre tract, a distance of 205.97 feet to a point for corner in said creek, same being the southeast corner of Lot 4, Block 1, of the aforementioned Victory at Creekside Addition;

**THENCE** North 00°17'34" West, with the east line of said Lot 4, passing at a distance of 110.85 feet, the northeast corner of said Lot 4, same being the southeast corner of Lot 3, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 3, passing at a distance of 394.20 feet, the northeast corner of said Lot 3, same being the southeast corner of Lot 1, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 1 for a total distance of 552.58 feet to a 1/2" iron rod found at the northeast corner of said Lot 1;

**THENCE** South 88°48'19" West, with the north line of said Lot 1, Block 1, a distance of 139.37 feet to the POINT OF BEGINNING and containing a computed area 499,986 square feet or 11.4781 acres of land.

## **VISTAS AT SILVERCREEK**

## PLANNED DEVELOPMENT REGULATIONS

**DATE: NOVEMBER 2022** 

#### PREPARED BY:



13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700

DALLAS, TEXAS 75240

972-770-1300

TBPE FIRM # 928

# VISTAS AT SILVERCREEK PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 11.48 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a community of residential townhomes, significant open space within the community, and a mixture of light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways. In order to continue to promote growth and identity of the Town's overall commercial sector, as well as this area specifically, importance is placed on the provision of the commercial component of this project. Therefore, at least two (2) of the four (4) commercial use buildings shown on the Concept Plan attached hereto as Exhibit C shall be under construction prior to building permit approval of any of the townhome lots. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) and Townhome (TH) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. 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 otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the 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 this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

#### **Project Location**

The proposed PD is located east of the intersection of FM 423 and Little Elm Parkway. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the north, west, and south, and single-family residential use to the east. This PD will provide the opportunity to develop the following:

- Townhome (TH) zoning with a maximum of 56 townhome lots with a typical lot size of twenty-five (25) feet wide and, between, seventy-five (75) to one hundred (100) feet deep.
- Light Commercial (LC) zoning with a maximum of 4 buildings at varying lot sizes.

#### **EXHIBIT B**

## PLANNED DEVELOPMENT DISTRICT STANDARDS

#### **GENERAL CONDITIONS FOR PD-TH:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Townhome district is to allow an owner-occupied townhome neighborhood with integrated open space on a portion of the property. The statement that the townhomes are owner-occupied shall not preclude an owner from renting or leasing their townhome in accordance with the Town's Rental Property Registration or Short-Term Rental Registration processes.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in section 106.05.01(a), "schedule of uses residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Townhome (TH) zoning district, unless otherwise specified herein.
- 4) On-Street Parking. Parallel parking shall be provided along the curb adjacent to the front façade of the townhomes, or in the right-of-way, and can be counted toward the minimum number of parking spaces required per unit and toward the parking requirements for the commercial component of the development, as outlined within Exhibit C.
- 5) Front Door Entry. The front door entry shall be located a minimum of 6 inches above the sidewalk elevation and include a minimum 20 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a landscaped area separating the private area from the public sidewalk area.

#### 6) Height and Area Regulations.

- a. The townhome component of the Vistas at Silvercreek will be platted in accordance with the Town's Subdivision Ordinance.
  - i) If the individual dwelling units of the townhome component of Vistas at Silvercreek are not platted into individual residential lots, the reference to setbacks shall be used as building separation from other buildings and from the private street or alley. The height of the buildings, the minimum dimensions of the buildings, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards – Not Platted Individually					
Maximum height	45'				
Marian and hairbandian address of the Cinese Facett	271				
Maximum height adjacent to Singe-Family	37'				
Minimum front yard setback					
(Measured from front of building to back of curb) 1	12'				
Maximum front yard setback					
(Measured from front of building to back of curb) <sup>1</sup>	20'				
Minimum side yard setback					
(Measured between buildings)	10'				
Minimum side yard setback on corner					
(Measured from building to back of curb)	10'				
Minimum rear yard setback					
(Measured from building to adjacent alley or private street)	0'				
Minimum rear fence setback					
(Measured from adjacent alley or private street)	5'				
Minimum dwelling width	25'				
Minimum dwelling depth	60'				
Maximum block length	600'				
Minimum number of garage spaces per unit <sup>2</sup>	2				
Number of other parking spaces per unit	0.3				

*Note 1.* Required front entry stoops can be located within the front yard setback. *Note 2.* Garages may not be used for living quarters.

ii) If the individual dwelling units of the townhome component of Vistas at Silvercreek are platted into individual residential lots, the height of the buildings, the minimum lot dimensions, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards					
Maximum height	45'				
Maximum height adjacent to Singe-Family	37'				
6 Minimum front yard setback <sup>1</sup>	5'				
Maximum front yard setback <sup>1</sup>	12'				
Minimum side yard setback	5'				
15 Minimum side yard setback on corner	0'				
20 Minimum rear yard setback	0'				
Minimum rear fence setback	5'				
Minimum lot width (at building line)	25'				
Minimum lot depth	70'				
100 Maximum block length	600'				
Minimum number of garage spaces per unit <sup>2</sup>	2				
Number of other parking spaces per unit <sup>3</sup>	0.3				

- *Note 1.* Required front entry stoops can be located within the front yard setback.
- Note 2. Garages may not be used for living quarters.
- 7) Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

#### 8) Landscape and Screening Requirements.

- a. Front yard landscape zones. Three zones are required between back of curb and the building line, as described below:
  - (1) Streetscape zone (1). A minimum five-foot-wide area adjacent to the back-of-curb for trees and street furniture. An urban tree shall be provided for every 50 feet in the streetscape zone. For every three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required. The five-foot-wide area adjacent to

the back-of-curb may be omitted, except along the main drive aisle, west to east, as long as urban trees are still being provided at a distance not to exceed 3 parallel parking stalls.

- ii) Sidewalk zone (2). A minimum six-foot-wide clear sidewalk.
- iii) Landscape zone (3). A minimum four-foot landscape/patio area adjacent to the building. In order to differentiate the different zones (public v. private) of the sidewalk, townhome may construct a three-foot-high wrought iron, masonry, or cast stone fence. Balcony and patio railings and fences shall be largely transparent and constructed of tempered glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.
- b. Rear yard setback landscaping. Where a rear building setback is provided, one urban tree is required. Townhomes having rear garage entry from an alley, rear yard setback landscaping is not required.
- c. A 10' trail connection shall be provided by the townhome developer to the southeast corner of the easterly adjacent property owned by the Town of Little Elm. The connection of the proposed trail to the existing trail at the south end of Crestridge Drive shall be provided by the townhome developer or funded through an escrow account at an amount agreed to between the Town of Little Elm and townhome developer.
- d. Tree mitigation plan is included within Exhibit C.
- e. Screening will be provided along the eastern boundary of the development, adjacent to Town-owned open space, in the form of 8' masonry, wrought iron, and/or landscaping, as reviewed and approved by the Director.
- f. All other landscaping and screening 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.
- 9) Homeowners Association. A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, required landscape, and parkway areas, retaining walls, and screening walls will be owned and maintained by the HOA.
- 10) Open Space Requirements. A minimum of ten percent (10%) of the area dedicated to townhome use shall be devoted to open space.

- 11) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.04 Architectural standards for multifamily structures (including townhomes and patio homes), shall be met unless otherwise stated herein.
  - a. Minimum Masonry Requirement. Exterior facades will be at least 85% masonry (brick and stone) on the ground floor. Exterior facades for all floors above, in total, must be at least 50% (brick and stone), with the rest allowed as large format masonry panels (Nichiha or equal).
  - b. Garage Doors will be painted or stained cedar wood doors.
  - c. Front entry doors to the home shall be 8' in height.
  - d. The architectural exhibits provided in this PD, depicting the exterior facades of the townhomes, are incorporated herein to demonstrate the elevations to be constructed. Minor variations that do not significantly alter the intent of these exhibits may be administratively approved at the discretion of the Director.

#### **GENERAL CONDITIONS FOR PD-LC:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Light Commercial district is to allow the commercial component of the mixed-use development, in the form of four commercial/retail buildings on individual commercial lots cohesively tying into the overall development framework.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in Section 106.05.01(b), "Schedule of Uses Nonresidential"
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.
- 4) Height and Area Regulations.
  - a. The commercial buildings of Vistas at Silvercreek will be platted into individual commercial lots. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area shall be as follows:

LC Light Commercial District Development Standards					
Maximum height	60'				
Minimum front yard setback	10'				
Maximum front yard setback	30'				
Minimum side yard setback	No minimum				
Minimum side yard setback adjacent to residential	20'				
Minimum rear yard setback	No minimum				
Minimum rear yard setback adjacent to residential	35'				
Minimum lot width	50'				
Minimum lot area	0.75 acres				

- 5) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.05 Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, etc.), shall be met unless otherwise stated herein.
  - i) Large format masonry panels (Nichiha or equal) not to exceed 25% per façade.
  - ii) Metal not to exceed 25% per façade on Lot 1.

- 6) <u>Parking standards.</u> All applicable provisions of Division 4. Parking, Stacking, And Loading Standards, shall be met unless otherwise stated herein.
  - i) Minimum dimensions for standard parking space: 9 feet by 20 feet
  - ii) Minimum dimensions for a parallel parking space: 8 feet by 22 feet.
  - iii) An established parking ratio of 1 space per 200 square feet of floor area shall be applicable to all commercial uses. Parking requirements per building can be met by utilizing spaces from other lots within the PD area, including excess street parking within the townhome component, so long as the total parking provided allows each building to meet the established parking ratio. The overall parking requirement shall be calculated based on a combined commercial square footage within the PD area.
  - iv) Infrastructure for electric charging stations. Infrastructure for one electric charging station shall be provided for each 25 parking spaces or fraction thereof on the commercial lots.
  - v) Drive-Thru Design Standards Specific to Lot 2.
    - (1) Drive-thru windows shall not be oriented such that they face a public right-of-way. If a quick serve restaurant is to provide a window for preordered pick-up purposes only, the pick-up window may face a public right of way, provided the pick-up window façade has a storefront appearance. The façade shall incorporate architectural requirements for a commercial storefront per section 106.06.05 and is subject to staff approval.
    - (2) If drive-thru windows are proposed for other lots, then the current, at the time of request, Town of Little Elm entitlement process shall be followed.
- 7) Commercial Landscape and Screening Requirements.
   All applicable provisions of Sec. 106.06.18 Commercial Landscape Requirements

and Sec. 106.06.31 - Screening, shall be met unless otherwise stated herein.

i) Parking lot island spacing. Planting islands shall be provided every 10 parking stalls, with the exception of Lot 1. Lot 1 parking islands shall not exceed 13 spaces between islands south of commercial Building 1, or 11 spaces between islands on the north side of commercial Building 1.

- 8) <u>Signage.</u> All applicable provisions of Chapter 86 Sign Ordinance, shall be met unless otherwise stated herein.
  - a. Up to 4 monument signs may be provided within the limits of the PD area.
  - b. Monument sign locations shall generally conform to the locations shown on the site plan in Exhibit B, or in a location approved by Town staff.
  - c. Monument signs shall be a maximum of 8' in height and 12' in length.
  - d. Monument signs may be multi-tenant signs that include some or all of the tenants within the overall mixed-use development of Vistas at Silvercreek.

#### WAIVERS FOR PD:

#### Townhome District:

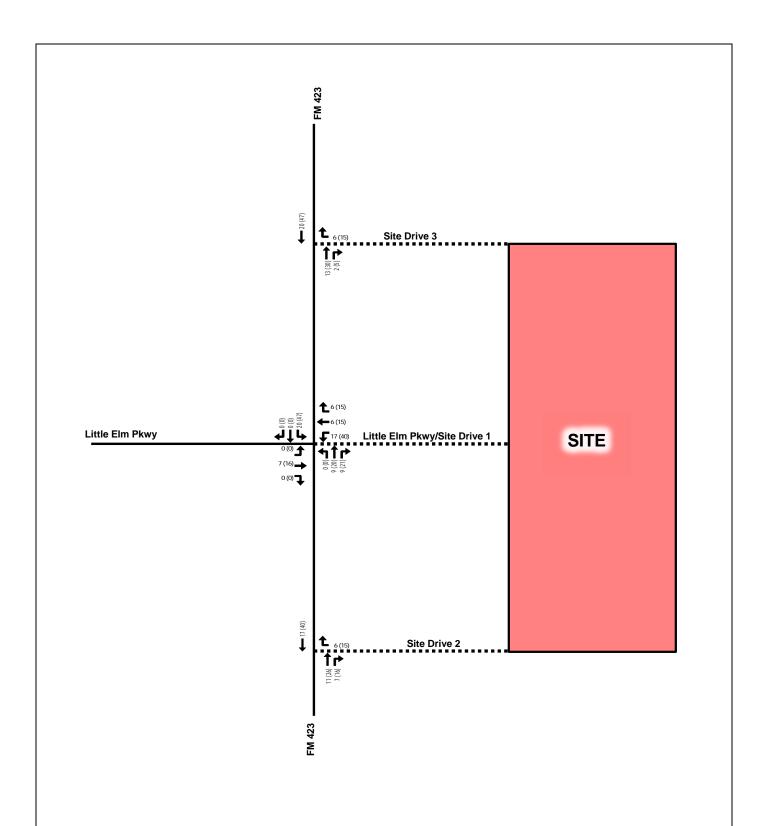
- 1. Waiver to establish townhome area requirements based on buildings, dwelling units, and site improvements, not on individual platted lots. Requirements as listed above in Exhibit B.
- 2. Waiver to omit street zone 1 where sidewalk is adjacent to back of curb.
- 3. Waiver to decrease side yard at corner building to 10 feet and omit street zones referenced in Exhibit B.
- 4. Waiver to increase distance between urban trees in street zone 1 to 50'.
- 5. Waiver to reduce landscape zone 3 to 4'.
- 6. Waiver to reduce front door entry to be a minimum of 6" above sidewalk elevation and include a 20 square foot stoop.
- 7. Waiver to omit 62-foot right-of-way where streets are adjacent to townhomes.

#### **Light Commercial district:**

- 1. Waiver to reduce minimum light commercial lot area to 0.75 acres.
- 2. Waiver to establish a commercial parking ratio of 1 space per 200 square feet of floor area for all uses.
- 3. Waiver to reduce the front yard setback for light commercial lots to 10'.
- 4. Waiver to reduce standard parking space width to 9'.
- 5. Waiver to allow a quick serve pick-up window to face public right-of-way on Lot 2 only.
- Waiver to allow 13 spaces between islands behind commercial Building 1, and 11 spaces between islands within the double head in row of parking in front of commercial Building 1

## **Exhibit C**

Plans and Images



#### **EXHIBIT 2**

Site-Generated Traffic Volumes FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X (Y)
X = Weekday AM Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
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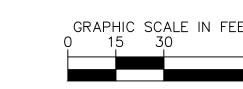
## FM 423 and Little Elm Pkwy - Little Elm, Texas Trip Generation

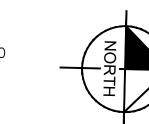
Land Uses	Amount	Units	ITE Code	Daily One-Way	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
				Trips	IN	OUT	TOTAL	IN	OUT	TOTAL
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0% Multimodal Reduction	0	0	0	0	0	0	0
Total Net New External Vehicle Trips:	1,918	44	43	87	104	100	204

Trip Generation rates based on *ITE's Trip Generation Manual*, 11<sup>th</sup> Edition.





KIMEY-HORN.COM

SCALE AS SHOWN
DESIGNED BY MRS
DRAWN BY JKE

S CHECKED BY JWD

RCREEK
ARED FOR
OPERTIES, LLC

SILVEKCKEE PREPARED FOR FM423 PROPERTIES,

TRAIL EXHIBIT

SHEET NUMBER

EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.



**Date:** 12/20/2022

**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:**

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and FM 423 Properties LLC.** 

### **DESCRIPTION:**

The attached agreement is to solidify the Planned Development and the intended design of the proposed mixed-use development as outlined in the associated development documents and plans for Vistas at Silvercreek Planned Development.

### **BUDGET IMPACT:**

There is no budget impact for this item.

### **RECOMMENDED ACTION:**

Staff recommends approval.

### **Attachments**

Development Agreement - Vistas at Silvercreek PD

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR VISTAS AT SILVERCREEK PD
COUNTY OF DENTON	§	

This Development Agreement for Vistas at Silvercreek Planned Development ("<u>Agreement</u>") is entered into between FM 423 Properties LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 8479 Kara Creek Rd, Frisco TX 75034, and the Town of Little Elm, Texas ("<u>Town</u>"), 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 "<u>Parties</u>" and individually as a "<u>Party</u>."

### **Recitals:**

- 1. Developer is the owner of 11.48 acres generally located east of the intersection of FM 423 and Little Elm Parkway, in the Town of Little Elm, Texas (the "<u>Property</u>"), 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.** <u>Incorporation of Premises</u>. 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 ("<u>Effective Date</u>"). 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 ("<u>Term</u>").

### **Section 3. Agreements.** The Parties agree as follows:

A. The negotiated and agreed upon zoning and development standards contained in the Vistas at Silvercreek 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.** <u>Applicability of Town Ordinances</u>. 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.

- В. **<u>Default/Mediation</u>**. 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. <u>Venue</u>. 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.** <u>Relationship of Parties</u>. 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.** <u>Severability</u>. 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.
- **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.** <u>Surviving Rights</u>. 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.** <u>Authority to Execute</u>. 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.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. 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. <u>Entire Agreement</u>. 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.** <u>Notification of Sale or Transfer; Assignment of Agreement</u>. 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.** <u>Sovereign Immunity</u>. 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. <u>Exactions/Infrastructure Costs</u>. 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.** <u>Undocumented Workers Provision.</u> 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 120<sup>th</sup> 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, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. <u>Verification Against Discrimination of Firearm or Ammunition Industries.</u>
  Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19,

87<sup>th</sup> 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, 87<sup>th</sup> 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		TOWN OF LITTLE ELM, TEXAS
a	company	
Ву:		By: Matt Mueller Town Manager
Date:		Date:
		ATTEST:
		By:
		Caitlan Biggs
		Town Secretary

Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

**Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> 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 FM 423 pagesties company	TOWN OF LITTLE ELM, TEXAS
By: Pelly pepuliper	By: Matt Mueller Town Manager
Date: 11/28/22	Date:
	ATTEST:
	By:
	Caitlan Biggs Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MAT known to me to be the p	T MUELLER, To person whose name	ty, on this day of, 2022, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By: Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	<b>§</b>	
COUNTY OF		
Before me, the un personally appearedsubscribed to the foregoing	dersigned authoritg instrument and a ration therein exp	ty, on this day of, 2022,, known to me to be the person whose name is acknowledged to me that he executed the same for pressed and in the capacity of a duly authorized
[Seal]		By:
		My Commission Expires:

STATE OF TEXAS	8	
COUNTY OF DENTON	§ §	
personally appeared MATT I to me to be the person whos	ersigned authority, on this day MUELLER, Town Manager of the Town e name is subscribed to the foregoing is me for the purposes and consideration to	n of Little Elm, Texas, known nstrument and acknowledged
[Seal]	By:	
	Notary I	Public, State of Texas
	My Commission	n Expires:
personally appeared voncessubscribed to the foregoing in	s s s s s s s s s s s s s s s s s s s	e the person whose name is the executed the same for the
[Seal]  DEBRA ST NOTA My Comm	By: Notary F	Public, State of Texas  n Expires: 11/5/2025

### EXHIBIT A

Property Description

### Exhibit A

### Metes and Bounds

**BEING** a tract of land situated in the William McFadden Survey, Abstract No. 893, and the Christian Borhmann Survey, Abstract No. 86, Town of Little Elm, Denton County, Texas, and being all of Lot 2R, Block 1, Replat of the Little Elm Landscape Center Lot 2R, Block 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-2266, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of Lot 4, Block 1, Replat of the Little Elm Landscape Center, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 707, P.R.D.C.T., and being all of a called 2.207 acre tract of land designated as "Tract I" in a Special Warranty Deed to HRK Realty, LLC, recorded in Document No. 2018-73726, Official Records, Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "SCI" found at the southwest corner of said Lot 4, Block 1, and the southeast corner of Lot 2, Block A, QT 920 Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2012-158, P.R.D.C.T., and being in the north line of Lot 1, Block 1, Victory at Creekside Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-193, P.R.D.C.T.;

**THENCE** North 02°58'51" West, with the east line of said Lot 2, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 301.34 feet, the northeast corner of said Lot 2, Block A, same being the southeast corner of Lot 1, Block A of said QT 920 Addition, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 342.13 feet, a 1/2" iron rod found at the northwest corner of said Lot 4, Block 1, same being at the southwest corner of said Lot 2R, Block 1, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 2R, Block 1 for a total distance of 677.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set (hereinafter called 5/8" iron rod set) at the northwest corner of said Lot 2R, Block 1, and being at the southwest corner of Lot 1R, Block 1 of said Replat of the Little Elm Landscape Center;

**THENCE** North 88°36'10" East, with the north line of said Lot 2R, Block 1, and the south line of said Lot 1R, Block 1, a distance of 602.87 feet to a 5/8" iron rod set at the northeast corner of said Lot 2R, Block 1, and the southeast corner of said Lot 1R, Block 1, and being in the west line of Lot 44, Block B, Eldorado Estates, Phase IV, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 830, P.R.D.C.T.;

**THENCE** South 01°23'50" East, with the east line of said Lot 2R, Block 1, and the west line of said Lot 44, passing at distance of 344.30 feet, the southeast corner of said Lot 2R, Block 1, same being the northeast corner of said Lot 4, Block 1, and continuing with the east line of said Lot 4, Block 1, and the west line of said Lot 44 for a total distance of 685.86 feet to a point for corner

at the southeast corner of said Lot 4, Block 1, same being the southwest corner of said Lot 44, and being in the north line of a called 9.3361 acre tract of land described in a Special Warranty Deed to Tarrant Assurance Residential Limited Partnership, recorded in Document No. 2011-41820, O.R.D.C.T.;

**THENCE** South 89°28'47" West, with the south line of said Lot 4, Block 1, and the north line of said 9.3361 acre tract, a distance of 260.84 feet to a 5/8" iron rod set at the northwest corner of said 9.3361 acre tract, same being the northeast corner of the aforementioned 2.207 acre tract;

**THENCE** South 01°00'13" East, with the west line of said 9.3361 acre tract and the east line of said 2.207 acre tract, a distance of 471.91 feet to a point in a creek at the southeast corner of said 2.207 acre tract;

**THENCE** South 66°54'51" West, with the south line of said 2.207 acre tract, a distance of 205.97 feet to a point for corner in said creek, same being the southeast corner of Lot 4, Block 1, of the aforementioned Victory at Creekside Addition;

**THENCE** North 00°17'34" West, with the east line of said Lot 4, passing at a distance of 110.85 feet, the northeast corner of said Lot 4, same being the southeast corner of Lot 3, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 3, passing at a distance of 394.20 feet, the northeast corner of said Lot 3, same being the southeast corner of Lot 1, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 1 for a total distance of 552.58 feet to a 1/2" iron rod found at the northeast corner of said Lot 1;

**THENCE** South 88°48'19" West, with the north line of said Lot 1, Block 1, a distance of 139.37 feet to the POINT OF BEGINNING and containing a computed area 499,986 square feet or 11.4781 acres of land.

## EXHIBIT B PD Ordinance

## TOWN OF LITTLE ELM ORDINANCE NO. 1695

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING THE ZONING FROM LLIGHT COMMERCIAL DISTRICT, TO A NEW PLANNED DEVELOPMENT – LIGHT COMMERCIAL AND TOWNHOME (PD-LFTH) DISTRICT IN ORDER TO ALLOW A NEW MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT WITH MODIFIED DEVELOPMENT STANDARDS ON 11.193 ACRES OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF FM 423 AND LITTLE ELM 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-Lakefront (PD-LFTH) with modified development standards on approximately 11.193 acres of land, more specifically described in the exhibits, attached hereto; and

**WHEREAS**, this zoning change is in 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 November 17, 2022 the Planning & Zoning Commission considered and made recommendations on a request for Planned

Development-Lakefront (PD-LCTH), Case No. PD-22-03911); 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 and Townhome (PD-LCTH) with modified development standards in order to allow new mixed-use commercial and residential development with modified development standards generally located east of the intersection of FM 423 and Little Elm Parkway, within Little Elm Town limits, approximately 11.193 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) and Townhome (TH) Districts, 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. 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 20<sup>th</sup> day of December, 2022.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

### Exhibit A

Metes and Bounds

### Exhibit A

### Metes and Bounds

**BEING** a tract of land situated in the William McFadden Survey, Abstract No. 893, and the Christian Borhmann Survey, Abstract No. 86, Town of Little Elm, Denton County, Texas, and being all of Lot 2R, Block 1, Replat of the Little Elm Landscape Center Lot 2R, Block 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-2266, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of Lot 4, Block 1, Replat of the Little Elm Landscape Center, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 707, P.R.D.C.T., and being all of a called 2.207 acre tract of land designated as "Tract I" in a Special Warranty Deed to HRK Realty, LLC, recorded in Document No. 2018-73726, Official Records, Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "SCI" found at the southwest corner of said Lot 4, Block 1, and the southeast corner of Lot 2, Block A, QT 920 Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2012-158, P.R.D.C.T., and being in the north line of Lot 1, Block 1, Victory at Creekside Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-193, P.R.D.C.T.;

**THENCE** North 02°58'51" West, with the east line of said Lot 2, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 301.34 feet, the northeast corner of said Lot 2, Block A, same being the southeast corner of Lot 1, Block A of said QT 920 Addition, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 342.13 feet, a 1/2" iron rod found at the northwest corner of said Lot 4, Block 1, same being at the southwest corner of said Lot 2R, Block 1, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 2R, Block 1 for a total distance of 677.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set (hereinafter called 5/8" iron rod set) at the northwest corner of said Lot 2R, Block 1, and being at the southwest corner of Lot 1R, Block 1 of said Replat of the Little Elm Landscape Center;

**THENCE** North 88°36'10" East, with the north line of said Lot 2R, Block 1, and the south line of said Lot 1R, Block 1, a distance of 602.87 feet to a 5/8" iron rod set at the northeast corner of said Lot 2R, Block 1, and the southeast corner of said Lot 1R, Block 1, and being in the west line of Lot 44, Block B, Eldorado Estates, Phase IV, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 830, P.R.D.C.T.;

**THENCE** South 01°23'50" East, with the east line of said Lot 2R, Block 1, and the west line of said Lot 44, passing at distance of 344.30 feet, the southeast corner of said Lot 2R, Block 1, same being the northeast corner of said Lot 4, Block 1, and continuing with the east line of said Lot 4, Block 1, and the west line of said Lot 44 for a total distance of 685.86 feet to a point for corner

at the southeast corner of said Lot 4, Block 1, same being the southwest corner of said Lot 44, and being in the north line of a called 9.3361 acre tract of land described in a Special Warranty Deed to Tarrant Assurance Residential Limited Partnership, recorded in Document No. 2011-41820, O.R.D.C.T.;

**THENCE** South 89°28'47" West, with the south line of said Lot 4, Block 1, and the north line of said 9.3361 acre tract, a distance of 260.84 feet to a 5/8" iron rod set at the northwest corner of said 9.3361 acre tract, same being the northeast corner of the aforementioned 2.207 acre tract;

**THENCE** South 01°00'13" East, with the west line of said 9.3361 acre tract and the east line of said 2.207 acre tract, a distance of 471.91 feet to a point in a creek at the southeast corner of said 2.207 acre tract;

**THENCE** South 66°54'51" West, with the south line of said 2.207 acre tract, a distance of 205.97 feet to a point for corner in said creek, same being the southeast corner of Lot 4, Block 1, of the aforementioned Victory at Creekside Addition;

**THENCE** North 00°17'34" West, with the east line of said Lot 4, passing at a distance of 110.85 feet, the northeast corner of said Lot 4, same being the southeast corner of Lot 3, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 3, passing at a distance of 394.20 feet, the northeast corner of said Lot 3, same being the southeast corner of Lot 1, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 1 for a total distance of 552.58 feet to a 1/2" iron rod found at the northeast corner of said Lot 1;

**THENCE** South 88°48'19" West, with the north line of said Lot 1, Block 1, a distance of 139.37 feet to the POINT OF BEGINNING and containing a computed area 499,986 square feet or 11.4781 acres of land.

### **Exhibit B**

PD Standards

### **VISTAS AT SILVERCREEK**

### PLANNED DEVELOPMENT REGULATIONS

**DATE: NOVEMBER 2022** 

### PREPARED BY:



13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700

DALLAS, TEXAS 75240

972-770-1300

TBPE FIRM # 928

## VISTAS AT SILVERCREEK PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 11.48 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a community of residential townhomes, significant open space within the community, and a mixture of light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways. In order to continue to promote growth and identity of the Town's overall commercial sector, as well as this area specifically, importance is placed on the provision of the commercial component of this project. Therefore, at least two (2) of the four (4) commercial use buildings shown on the Concept Plan attached hereto as Exhibit C shall be under construction prior to building permit approval of any of the townhome lots. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) and Townhome (TH) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. 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 otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the 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 this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

### **Project Location**

The proposed PD is located east of the intersection of FM 423 and Little Elm Parkway. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the north, west, and south, and single-family residential use to the east. This PD will provide the opportunity to develop the following:

- Townhome (TH) zoning with a maximum of 56 townhome lots with a typical lot size of twenty-five (25) feet wide and, between, seventy-five (75) to one hundred (100) feet deep.
- Light Commercial (LC) zoning with a maximum of 4 buildings at varying lot sizes.

### **EXHIBIT B**

## PLANNED DEVELOPMENT DISTRICT STANDARDS

### **GENERAL CONDITIONS FOR PD-TH:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Townhome district is to allow an owner-occupied townhome neighborhood with integrated open space on a portion of the property. The statement that the townhomes are owner-occupied shall not preclude an owner from renting or leasing their townhome in accordance with the Town's Rental Property Registration or Short-Term Rental Registration processes.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in section 106.05.01(a), "schedule of uses residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Townhome (TH) zoning district, unless otherwise specified herein.
- 4) On-Street Parking. Parallel parking shall be provided along the curb adjacent to the front façade of the townhomes, or in the right-of-way, and can be counted toward the minimum number of parking spaces required per unit and toward the parking requirements for the commercial component of the development, as outlined within Exhibit C.
- 5) Front Door Entry. The front door entry shall be located a minimum of 6 inches above the sidewalk elevation and include a minimum 20 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a landscaped area separating the private area from the public sidewalk area.

### 6) Height and Area Regulations.

- a. The townhome component of the Vistas at Silvercreek will be platted in accordance with the Town's Subdivision Ordinance.
  - i) If the individual dwelling units of the townhome component of Vistas at Silvercreek are not platted into individual residential lots, the reference to setbacks shall be used as building separation from other buildings and from the private street or alley. The height of the buildings, the minimum dimensions of the buildings, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards – Not Platted Individually		
Maximum height	45'	
Maritim on height adiana dia Ciana Fauril	271	
Maximum height adjacent to Singe-Family	37'	
Minimum front yard setback		
(Measured from front of building to back of curb) <sup>1</sup>	12'	
Maximum front yard setback		
(Measured from front of building to back of curb) <sup>1</sup>	20'	
Minimum side yard setback		
(Measured between buildings)	10'	
Minimum side yard setback on corner		
(Measured from building to back of curb)	10'	
Minimum rear yard setback		
(Measured from building to adjacent alley or private street)	0'	
Minimum rear fence setback		
(Measured from adjacent alley or private street)	5'	
Minimum dwelling width	25'	
Minimum dwelling depth	60'	
Maximum block length	600'	
Minimum number of garage spaces per unit <sup>2</sup>	2	
Number of other parking spaces per unit	0.3	

*Note 1.* Required front entry stoops can be located within the front yard setback. *Note 2.* Garages may not be used for living quarters.

ii) If the individual dwelling units of the townhome component of Vistas at Silvercreek are platted into individual residential lots, the height of the buildings, the minimum lot dimensions, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards		
Maximum height	45'	
Maximum height adjacent to Singe-Family	37'	
6 Minimum front yard setback <sup>1</sup>	5'	
Maximum front yard setback <sup>1</sup>	12'	
Minimum side yard setback	5'	
15 Minimum side yard setback on corner	0'	
20 Minimum rear yard setback	0'	
Minimum rear fence setback	5'	
Minimum lot width (at building line)	25'	
Minimum lot depth	70'	
100 Maximum block length	600'	
Minimum number of garage spaces per unit <sup>2</sup>	2	
Number of other parking spaces per unit <sup>3</sup>	0.3	

- *Note 1*. Required front entry stoops can be located within the front yard setback.
- Note 2. Garages may not be used for living quarters.
- 7) Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

### 8) Landscape and Screening Requirements.

- a. Front yard landscape zones. Three zones are required between back of curb and the building line, as described below:
  - (1) Streetscape zone (1). A minimum five-foot-wide area adjacent to the back-of-curb for trees and street furniture. An urban tree shall be provided for every 50 feet in the streetscape zone. For every three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required. The five-foot-wide area adjacent to

the back-of-curb may be omitted, except along the main drive aisle, west to east, as long as urban trees are still being provided at a distance not to exceed 3 parallel parking stalls.

- ii) Sidewalk zone (2). A minimum six-foot-wide clear sidewalk.
- iii) Landscape zone (3). A minimum four-foot landscape/patio area adjacent to the building. In order to differentiate the different zones (public v. private) of the sidewalk, townhome may construct a three-foot-high wrought iron, masonry, or cast stone fence. Balcony and patio railings and fences shall be largely transparent and constructed of tempered glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.
- b. Rear yard setback landscaping. Where a rear building setback is provided, one urban tree is required. Townhomes having rear garage entry from an alley, rear yard setback landscaping is not required.
- c. A 10' trail connection shall be provided by the townhome developer to the southeast corner of the easterly adjacent property owned by the Town of Little Elm. The connection of the proposed trail to the existing trail at the south end of Crestridge Drive shall be provided by the townhome developer or funded through an escrow account at an amount agreed to between the Town of Little Elm and townhome developer.
- d. Tree mitigation plan is included within Exhibit C.
- e. Screening will be provided along the eastern boundary of the development, adjacent to Town-owned open space, in the form of 8' masonry, wrought iron, and/or landscaping, as reviewed and approved by the Director.
- f. All other landscaping and screening 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.
- 9) Homeowners Association. A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, required landscape, and parkway areas, retaining walls, and screening walls will be owned and maintained by the HOA.
- 10) Open Space Requirements. A minimum of ten percent (10%) of the area dedicated to townhome use shall be devoted to open space.

- 11) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.04 Architectural standards for multifamily structures (including townhomes and patio homes), shall be met unless otherwise stated herein.
  - a. Minimum Masonry Requirement. Exterior facades will be at least 85% masonry (brick and stone) on the ground floor. Exterior facades for all floors above, in total, must be at least 50% (brick and stone), with the rest allowed as large format masonry panels (Nichiha or equal).
  - b. Garage Doors will be painted or stained cedar wood doors.
  - c. Front entry doors to the home shall be 8' in height.
  - d. The architectural exhibits provided in this PD, depicting the exterior facades of the townhomes, are incorporated herein to demonstrate the elevations to be constructed. Minor variations that do not significantly alter the intent of these exhibits may be administratively approved at the discretion of the Director.

### **GENERAL CONDITIONS FOR PD-LC:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Light Commercial district is to allow the commercial component of the mixed-use development, in the form of four commercial/retail buildings on individual commercial lots cohesively tying into the overall development framework.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in Section 106.05.01(b), "Schedule of Uses Nonresidential"
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.
- 4) Height and Area Regulations.
  - a. The commercial buildings of Vistas at Silvercreek will be platted into individual commercial lots. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area shall be as follows:

LC Light Commercial District Development Standards		
Maximum height	60'	
Minimum front yard setback	10'	
Maximum front yard setback	30'	
Minimum side yard setback	No minimum	
Minimum side yard setback adjacent to residential	20'	
Minimum rear yard setback	No minimum	
Minimum rear yard setback adjacent to residential	35'	
Minimum lot width	50'	
Minimum lot area	0.75 acres	

- 5) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.05 Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, etc.), shall be met unless otherwise stated herein.
  - i) Large format masonry panels (Nichiha or equal) not to exceed 25% per façade.
  - ii) Metal not to exceed 25% per façade on Lot 1.

- 6) <u>Parking standards.</u> All applicable provisions of Division 4. Parking, Stacking, And Loading Standards, shall be met unless otherwise stated herein.
  - i) Minimum dimensions for standard parking space: 9 feet by 20 feet
  - ii) Minimum dimensions for a parallel parking space: 8 feet by 22 feet.
  - iii) An established parking ratio of 1 space per 200 square feet of floor area shall be applicable to all commercial uses. Parking requirements per building can be met by utilizing spaces from other lots within the PD area, including excess street parking within the townhome component, so long as the total parking provided allows each building to meet the established parking ratio. The overall parking requirement shall be calculated based on a combined commercial square footage within the PD area.
  - iv) Infrastructure for electric charging stations. Infrastructure for one electric charging station shall be provided for each 25 parking spaces or fraction thereof on the commercial lots.
  - v) Drive-Thru Design Standards Specific to Lot 2.
    - (1) Drive-thru windows shall not be oriented such that they face a public right-of-way. If a quick serve restaurant is to provide a window for preordered pick-up purposes only, the pick-up window may face a public right of way, provided the pick-up window façade has a storefront appearance. The façade shall incorporate architectural requirements for a commercial storefront per section 106.06.05 and is subject to staff approval.
    - (2) If drive-thru windows are proposed for other lots, then the current, at the time of request, Town of Little Elm entitlement process shall be followed.
- 7) Commercial Landscape and Screening Requirements.
   All applicable provisions of Sec. 106.06.18 Commercial Landscape Requirements

and Sec. 106.06.31 - Screening, shall be met unless otherwise stated herein.

i) Parking lot island spacing. Planting islands shall be provided every 10 parking stalls, with the exception of Lot 1. Lot 1 parking islands shall not exceed 13 spaces between islands south of commercial Building 1, or 11 spaces between islands on the north side of commercial Building 1.

- 8) <u>Signage.</u> All applicable provisions of Chapter 86 Sign Ordinance, shall be met unless otherwise stated herein.
  - a. Up to 4 monument signs may be provided within the limits of the PD area.
  - b. Monument sign locations shall generally conform to the locations shown on the site plan in Exhibit B, or in a location approved by Town staff.
  - c. Monument signs shall be a maximum of 8' in height and 12' in length.
  - d. Monument signs may be multi-tenant signs that include some or all of the tenants within the overall mixed-use development of Vistas at Silvercreek.

### WAIVERS FOR PD:

### Townhome District:

- 1. Waiver to establish townhome area requirements based on buildings, dwelling units, and site improvements, not on individual platted lots. Requirements as listed above in Exhibit B.
- 2. Waiver to omit street zone 1 where sidewalk is adjacent to back of curb.
- 3. Waiver to decrease side yard at corner building to 10 feet and omit street zones referenced in Exhibit B.
- 4. Waiver to increase distance between urban trees in street zone 1 to 50'.
- 5. Waiver to reduce landscape zone 3 to 4'.
- 6. Waiver to reduce front door entry to be a minimum of 6" above sidewalk elevation and include a 20 square foot stoop.
- 7. Waiver to omit 62-foot right-of-way where streets are adjacent to townhomes.

### **Light Commercial district:**

- 1. Waiver to reduce minimum light commercial lot area to 0.75 acres.
- 2. Waiver to establish a commercial parking ratio of 1 space per 200 square feet of floor area for all uses.
- 3. Waiver to reduce the front yard setback for light commercial lots to 10'.
- 4. Waiver to reduce standard parking space width to 9'.
- 5. Waiver to allow a quick serve pick-up window to face public right-of-way on Lot 2 only.
- Waiver to allow 13 spaces between islands behind commercial Building 1, and 11 spaces between islands within the double head in row of parking in front of commercial Building 1

### **Exhibit C**

**Development Plans** 

# SITE PLAN

FOR

# VISTAS AT SILVERCREEK

TOWN OF LITTLE ELM DENTON COUNTY, TEXAS

## PLANS SUBMITTAL/REVIEW LOG

FIRST SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION 08/10/2022 SECOND SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION 10/04/2022 THIRD SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

06/07/2022

11/02/2022 FOURTH SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION

11/30/2022 FIFTH SITE PLAN SUBMITTAL -NOT FOR CONSTRUCTION



SHEET LIST		
Sheet Number	Sheet Title	
CP-1	COVER SHEET	
CP-2	CONCEPT PLAN	
CP-3	ENGINEERING AND GRADING PLAN	

## **OWNER**

FM423 PROPERTIES LLC 8479 KARA CREEK RD FRISCO, TEXAS 75036 PHONE: (925) 895-1785

CONTACT: VENKAT PAPUDIPPU

### **ARCHITECT**

**BSB DESIGN, INC** 

8825 COLEMAN BLVD FRISCO, TEXAS 75034 PHONE: (469) 729-2729 CONTACT: CHAD RINEY

## **ENGINEER**

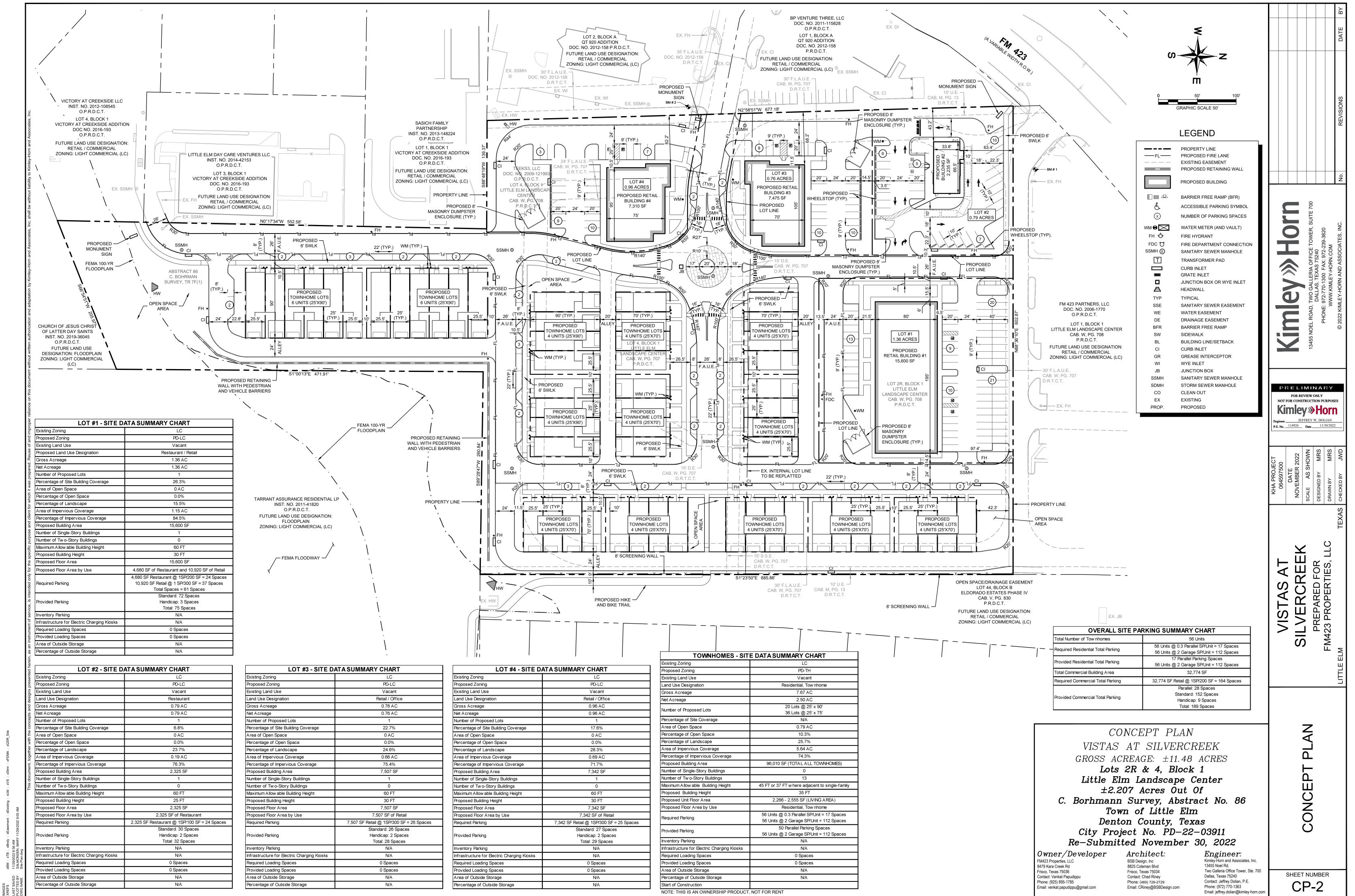
TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75251 PHONE: (972) 770-1363 CONTACT: JEFFREY DOLIAN, P.E. FIRM NO. F-928

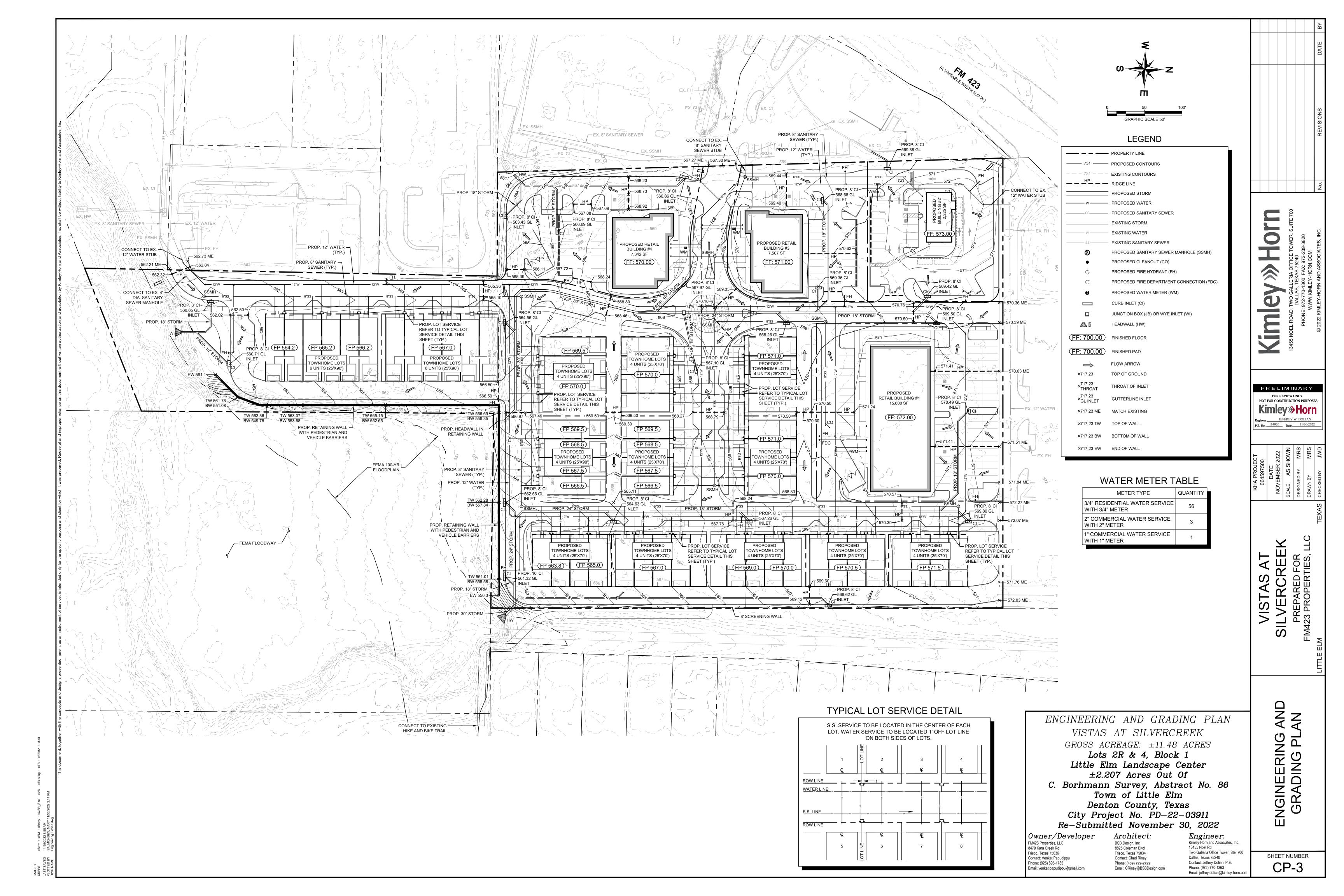
NOVEMBER 2022

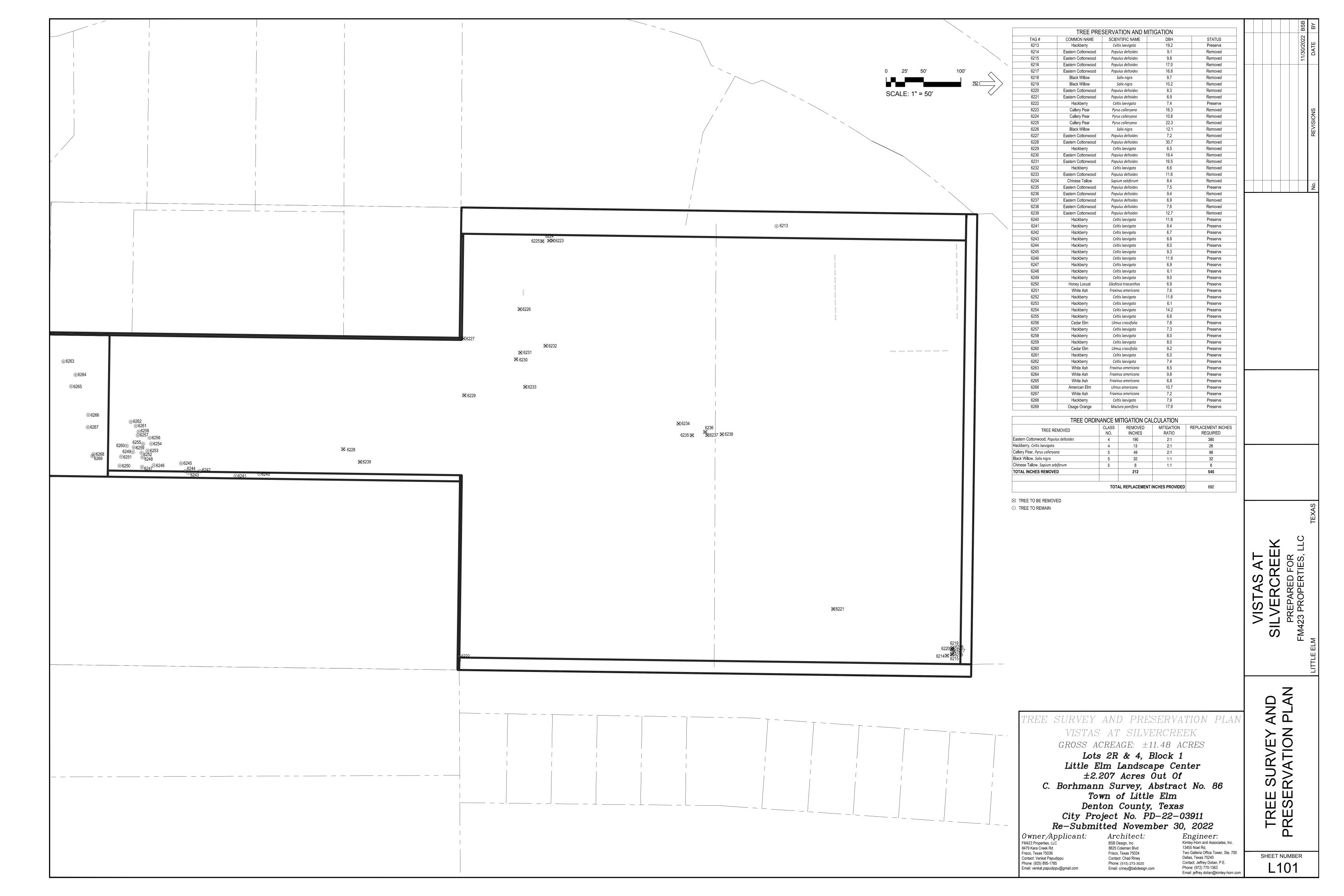
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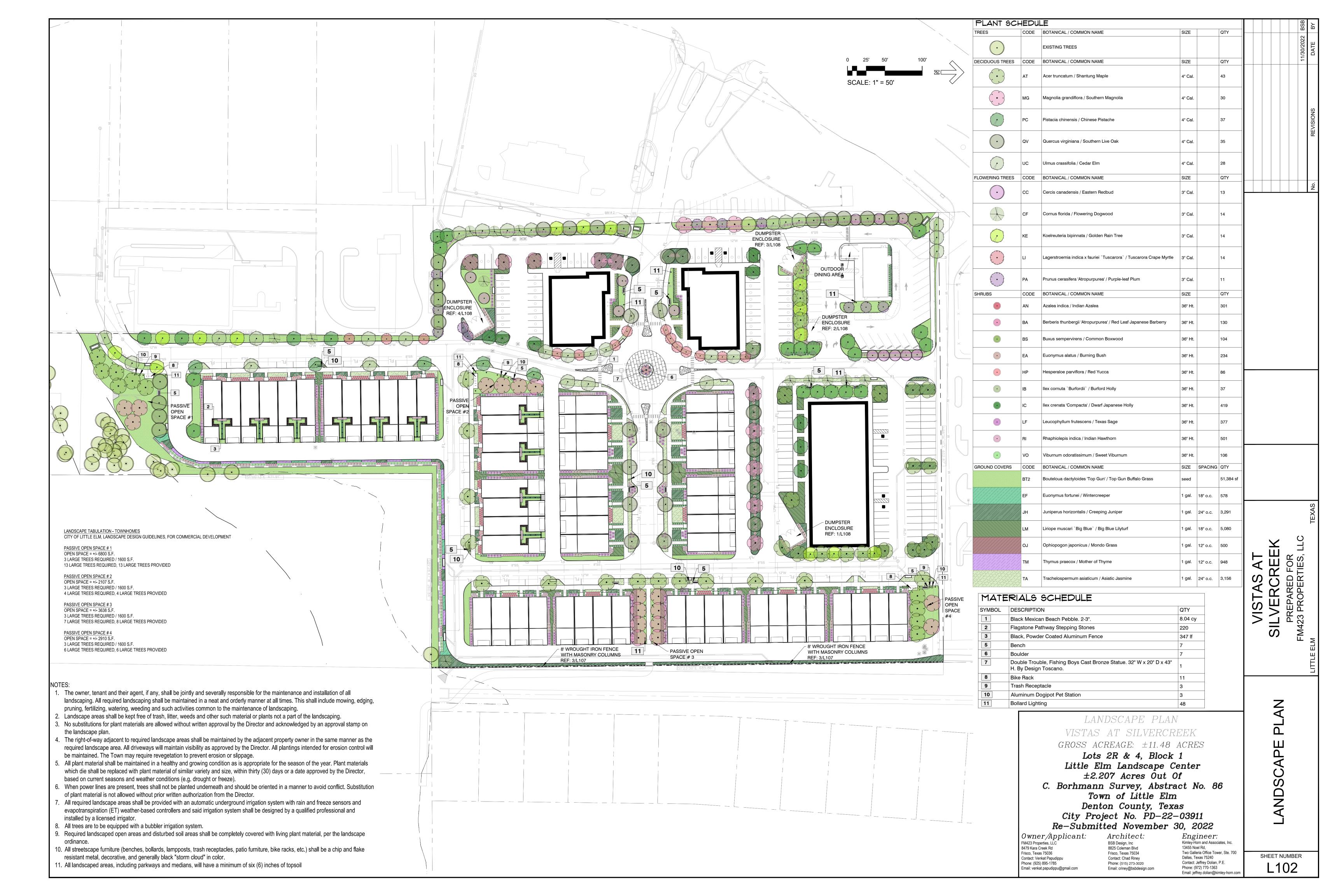
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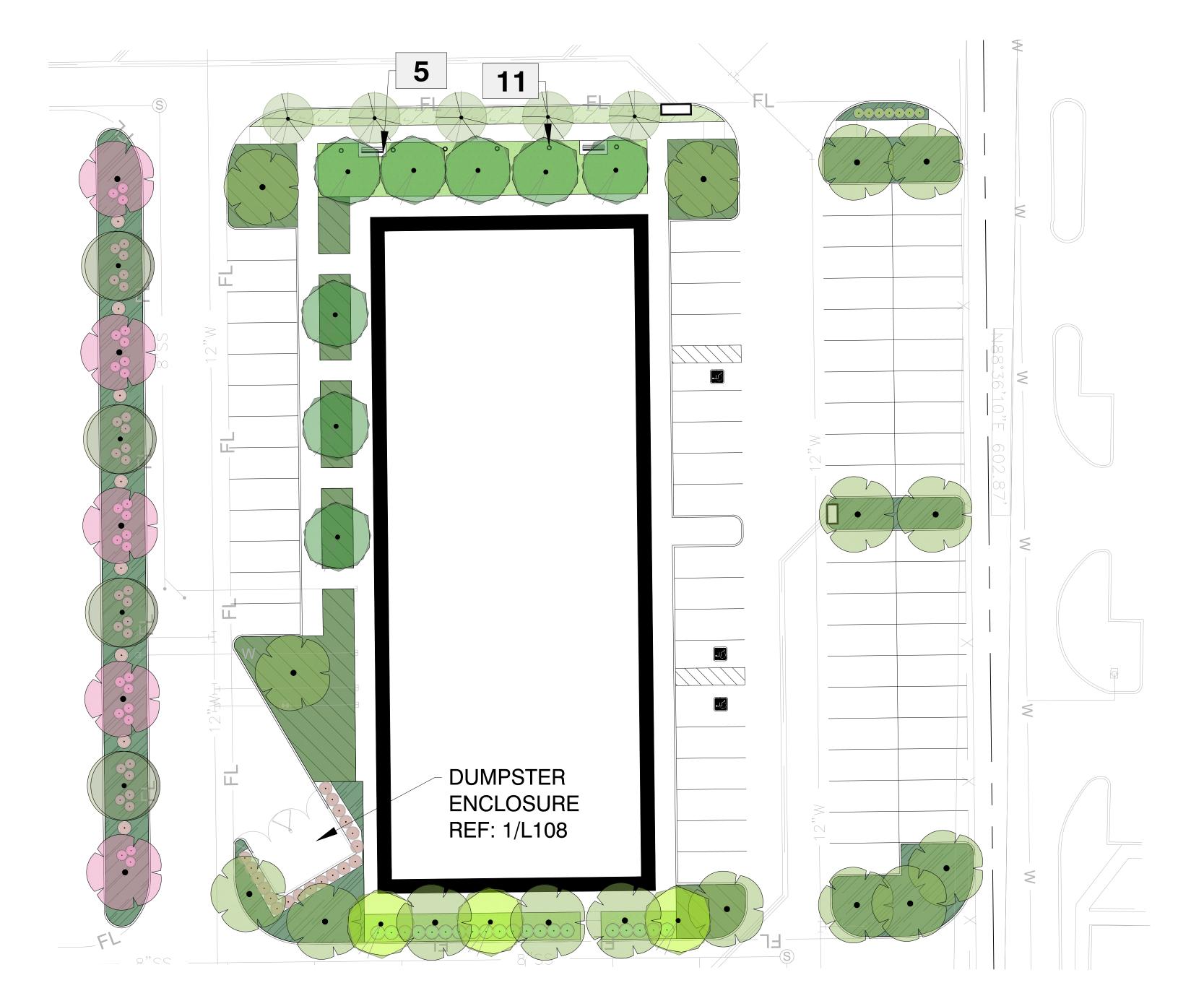
SHEET NUMBER CP-1











LANDSCAPE TABULATION - LOT #1
CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 1 = 1.36 AC (+/- 59,499 S.F.) BUILDING LOT 1 = 15,600 S.F.

VEHICULAR USE AREA = +/- 1.02 AC (44,514 S.F.)

NON-RESIDENTIAL REQUIREMENTS
INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE/ 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 1 = 4,451 S.F. REQUIRED (10%) / 11,259 S.F PROVIDED (25%)
11 LARGE CANOPY TREES REQUIRED, 33 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED. LOT 1 IS EXEMPT FROM THIS REQUIREMENT.

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES
1 SMALL ORNAMENTAL TREE / 25 L.F.
WEST ACCESS LANE (+/- 133 L.F. FRONTAGE)
5 REQUIRED, 5 PROVIDED

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F.

15 LARGE TREES REQUIRED 17 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS
20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED.
20' REQUIRED AND PROVIDED

<u>VEHICULAR AREAS TO BE SCREENED</u> FROM ABUTTING R.O.W
A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING
A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDE

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.
1 LARGE TREE / 20 L.F. REQUIRED
TOTAL 180 L.F. STREET FRONTAGE.
9 LARGE TREES REQUIRED

1 ORNAMENTAL TREE / 5 LARGE TREES 1 ORNAMENTAL TREE REQUIRED, 6 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO RESIDENTIAL USE

1 LARGE TREE / 20 L.F REQUIRED

3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES
EAST PROPERTY LINE - 180 L.F. STREET FRONTAGE

9 LARGE TREES REQUIRED, 9 LARGE TREES PROVIDED

3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM
25 POINTS REQUIRED
25 POINT PROVIDED
5 PTS. ENHANCED LANDSCAPING

9 LARGE TREES PROVIDED

5 PTS. ENHANCED SITE CANOPY 5 PTS. USE OF STREET FURNITURE 5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

## MATERIALS SCHEDULE

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

PLANT SCI			0.75		OTY
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	АТ	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
$\bigcirc$	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
$\odot$	LI	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
$\odot$	РА	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
•	AN	Azalea indica / Indian Azalea	36" Ht.		301
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	Ilex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	Ilex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,384 sf
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,291
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,080
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
	TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,156

NOTES:

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on the landscape plan.4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.

5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials

which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

based on current seasons and weather conditions (e.g. drought or freeze).

6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution

of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

installed by a licensed irrigator.8. All trees are to be equipped with a bubbler irrigation system.

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil

LOT #1 LANDSCAPE PLAN
VISTAS AT SILVERCREEK
GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant:
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu
Phone: (925) 895-1785
Email: venkat.papudippu@gmail.com

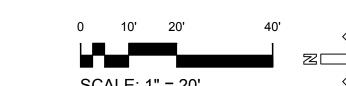
Architect:
BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.co

SHEET NUMBER

APE

NDSC/





LANDSCAPE TABULATION - LOT #2
CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 2 = 0.79 AC (+/- 34,412 S.F.) BUILDING LOT 2 = 2,235 S.F.

VEHICULAR USE AREA = +/- 0.13 AC (5,473 S.F.)

NON-RESIDENTIAL REQUIREMENTS
INTERIOR LANDSCAPE REQUIREMENTS
1 LARGE CANOPY TREE/ 400 S.F. REQUIRED
10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 2 = 547 S.F. REQUIRED (10%) / 8,156 S.F. PROVIDED (23.7%) 1 LARGE CANOPY TREES REQUIRED,17 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS
MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES
1 SMALL ORNAMENTAL TREE / 25 L.F.
EAST ACCESS LANE (+/- 130 L.F. FRONTAGE)
5 REQUIRED, 5 PROVIDED

INTERNAL PEDESTRIAN CONNECTION 1 URBAN TREE REQUIRED / 30 L.F.

190 L.F. TOTAL
6 TREES REQUIRED (ON APPROVED URBAN TREE LIST)
6 TREES PROVIDED (ON APPROVED URBAN TREE LIST)

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

<u>VEHICULAR AREAS TO BE SCREENED</u> FROM ABUTTING R.O.W
A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING
A 36" HT EVERGREEN SCREEN HEDGE ALONG EAST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W.

1 LARGE TREE / 20 L.F. REQUIRED

TOTAL 130 L.F. STREET FRONTAGE.

6 LARGE TREES REQUIRED

6 LARGE TREES PROVIDED

1 ORNAMENTAL TREE / 5 LARGE TREES 1 ORNAMENTAL TREE REQUIRED, 5 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING

1 LARGE TREE / 25 L.F REQUIRED

3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES
WEST PROPERTY LINE - 170 L.F.

6 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED

3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM
25 POINTS REQUIRED
25 POINT PROVIDED
5 PTS. ENHANCED LANDSCAPING

5 PTS. ENHANCED SITE CANOPY
5 PTS. USE OF STREET FURNITURE
6 PTS. ENHANCED STREETSCAPE ELEMENT

5 PTS. ENHANCED STREETSCAPE ELEMENTS 5 PTS USE OF SHADED AND DECORATIVE OUTDOOR SEATING AREAS

MATE	RIALS SCHEDULE
SYMBOL	DESCRIPTION
1	Black Mexican Beach Pebble. 2-3".
2	Flagstone Pathway Stenning Stones

2 Flagstone Pathway Stepping Stones 220
3 Black, Powder Coated Aluminum Fence 347 lf
5 Bench 7
6 Boulder 7
7 Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano. 1
8 Bike Rack 11
9 Trash Receptacle 3
10 Aluminum Dogipot Pet Station 3
11 Bollard Lighting 48

PLANT SC			0175		OTV
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	AT	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	Ц	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	PA	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
•	AN	Azalea indica / Indian Azalea	36" Ht.		301
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	llex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	llex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,384 sf
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,291
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,080
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
[-]-]-]-]-]-]-]-]-]-]-]-	TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,156

NOTES:

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on the landscape plan.4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.

5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

based on current seasons and weather conditions (e.g. drought or freeze).

6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution

of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

8. All trees are to be equipped with a bubbler irrigation system.

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil

LOT #2 LANDSCAPE PLAN
VISTAS AT SILVERCREEK
GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant:
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu
Phone: (925) 895-1785
Email: venkat.papudippu@gmail.com

Architect:

BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

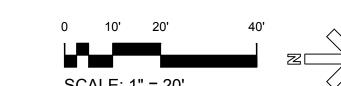
Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.co

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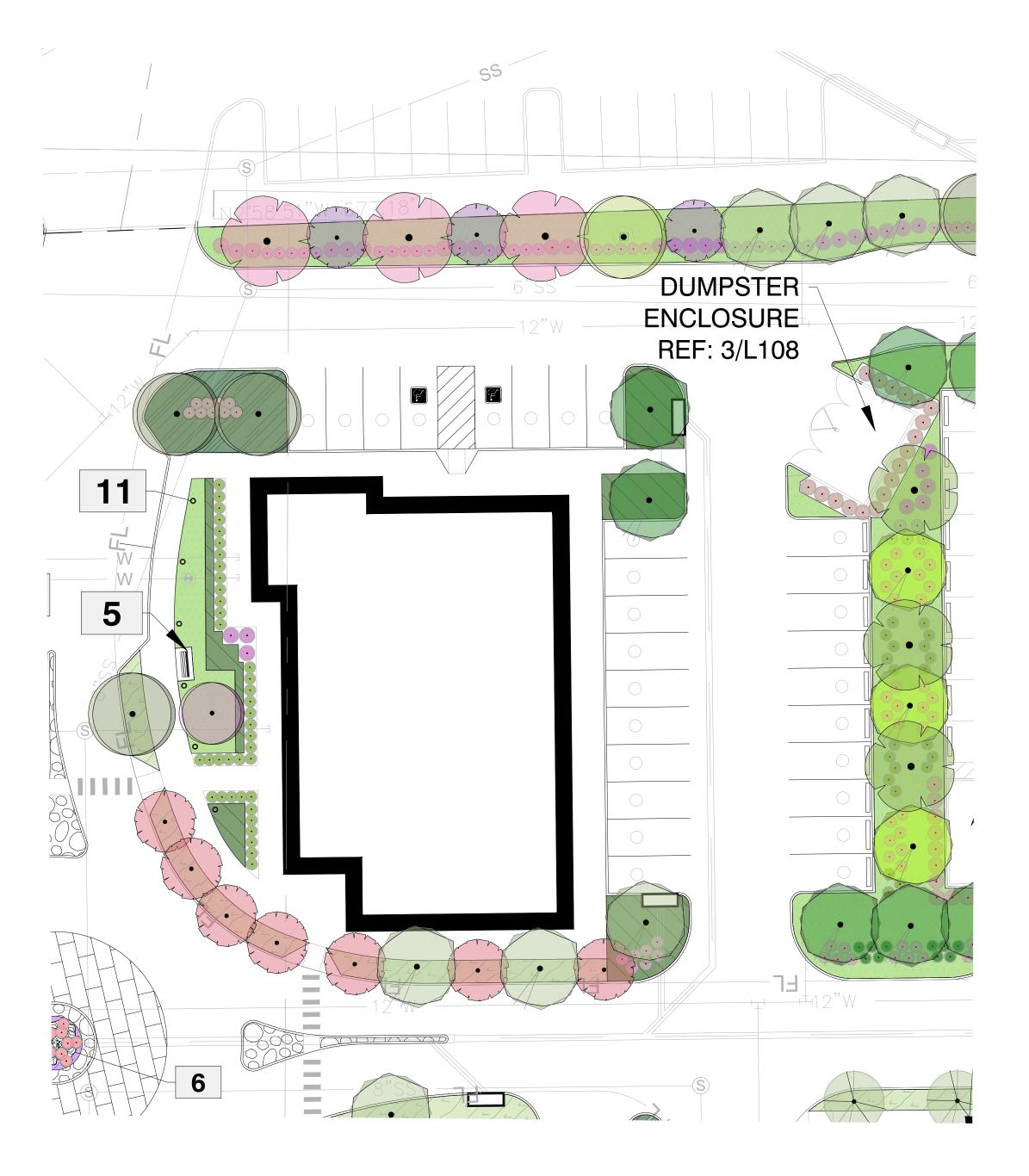
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CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 3 = 0.76 AC (+/- 33,106 S.F.) BUILDING LOT 3 = 7,475 S.F.

VEHICULAR USE AREA = +/- 0.56 AC (24,568 S.F.)

NON-RESIDENTIAL REQUIREMENTS INTERIOR LANDSCAPE REQUIREMENTS 1 LARGE CANOPY TREE/ 400 S.F. REQUIRED 10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 3 = 2,457 S.F. REQUIRED (10%) / 8,144 S.F PROVIDED (24.6%) 6 LARGE CANOPY TREES REQUIRED 20 LARGE CANOPY TREES PROVIDED 1 EXISTING TREE REMAINING

PLANTED PARKING ISLANDS

MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES 1 SMALL ORNAMENTAL TREE / 25 L.F.

EAST ACCESS LANE (+/- 115 L.F. FRONTAGE) 4 REQUIRED, 7 PROVIDED

#### LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F. 7 LARGE TREES REQUIRED 7 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED. 20' REQUIRED AND PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ABUTTING R.O.W

A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W. 1 LARGE TREE / 20 L.F. REQUIRED TOTAL 115 L.F. STREET FRONTAGE. 5 LARGE TREES REQUIRED

1 ORNAMENTAL TREE / 5 LARGE TREES

2 ORNAMENTAL TREE REQUIRED, 7 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING 1 LARGE TREE / 25 L.F REQUIRED 3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES WEST PROPERTY LINE - 175 L.F. 7 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED, ONE EXISTING TREE 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

NORTH PROPERTY LINE -150 L.F. 6 LARGE TREES REQUIRED, 6 LARGE TREES PROVIDED 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM 25 POINTS REQUIRED 25 POINT PROVIDED

5 LARGE TREES PROVIDED

5 PTS. ENHANCED LANDSCAPING 5 PTS. ENHANCED SITE CANOPY

5 PTS. USE OF STREET FURNITURE 5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

PLANT SCI	HEDU	L <b>E</b>			
TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	АТ	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
$\bigcirc$	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	Ц	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	PA	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
	AN	Azalea indica / Indian Azalea	36" Ht.		301
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		234
•	НР	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	llex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	llex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		419
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		377
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		501
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		106
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51,384 s
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	578
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,291
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,080
	OJ	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	500
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	948
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ANDSCAPE.

LOT #3 LANDSCAPE PLAN VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRESLots 2R & 4, Block 1 Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86 Town of Little Elm

Denton County, Texas City Project No. PD-22-03911 Re-Submitted November 30, 2022

Owner/Applicant: FM423 Properties, LLC 8479 Kara Creek Rd Frisco, Texas 75036 Contact: Venkat Papudippu Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

Architect: BSB Design, Inc 8825 Coleman Blvd Frisco, Texas 75034 Contact: Chad Riney Phone: (515) 273-3020 Email: criney@bsbdesign.com Engineer: Kimley-Horn and Associates, Inc. 13455 Noel Rd, Two Galleria Office Tower, Ste. 700 Dallas, Texas 75240 Contact: Jeffrey Dolian, P.E. Phone: (972) 770-1363 Email: jeffrey.dolian@kimley-horn.c

SHEET NUMBER L105

1.	The owner,	tenant and their	⁻agent, if any,∍	shall be jointly and	severally responsib	le for the maintena	ance and installation of all
	Iondoooning	All required les	امطم ممنمه ملمما	II ha maintainad in	a maat and andambun	aannar at all timaa	This shall include measuing

landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping. 3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

based on current seasons and weather conditions (e.g. drought or freeze). 6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

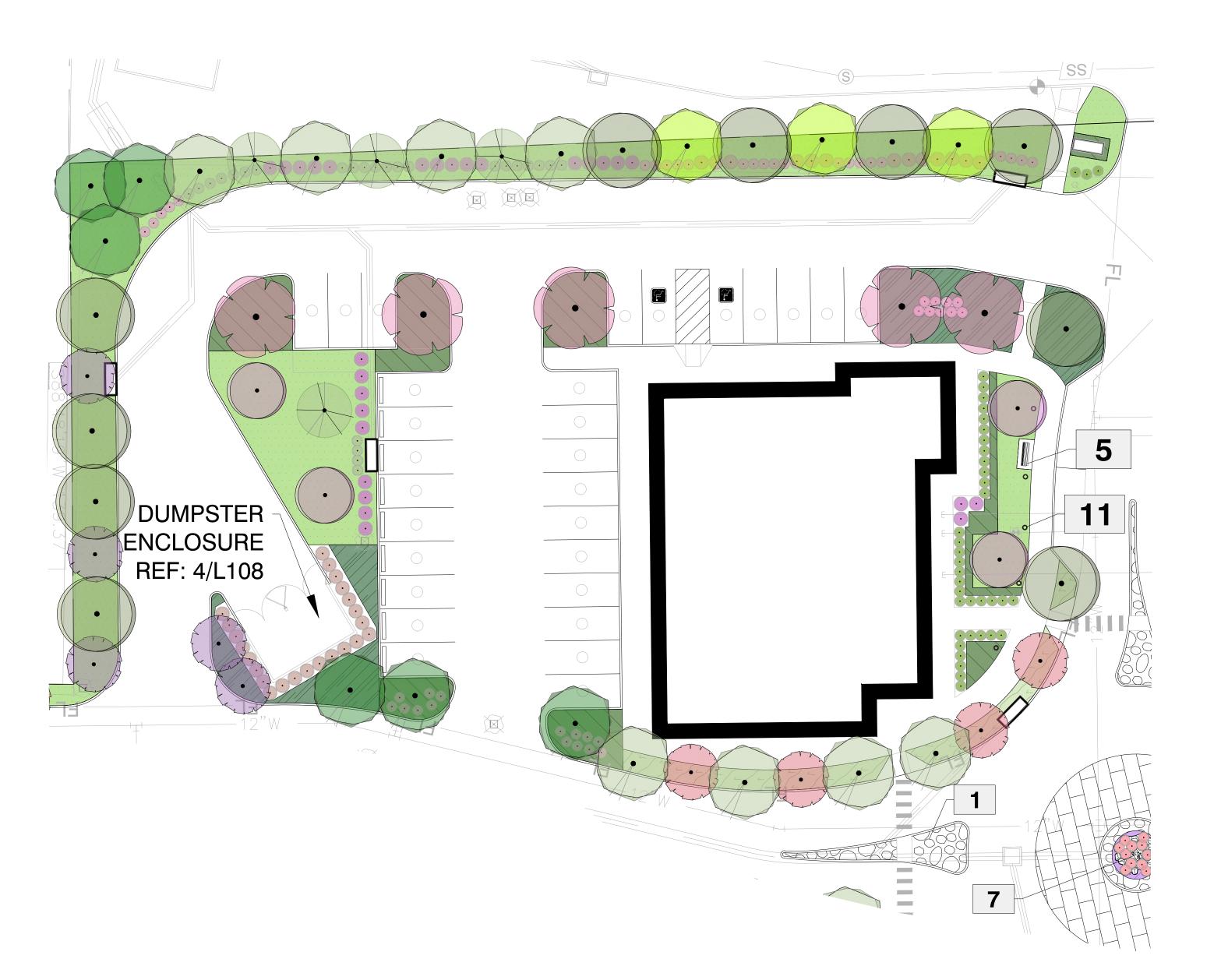
8. All trees are to be equipped with a bubbler irrigation system.

NOTES:

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil



LANDSCAPE TABULATION - LOT #4 CITY OF LITTLE ELM, LANDSCAPE DESIGN GUIDELINES, FOR COMMERCIAL DEVELOPMENT

EXISTING ZONE: LC PROPOSED ZONING: PD-LC LOT 4 = 0.96 AC (+/- 41,818 S.F.) BUILDING LOT 4 = 7,310 S.F.

VEHICULAR USE AREA = +/- 0.60 AC (26,015 S.F.)

NON-RESIDENTIAL REQUIREMENTS INTERIOR LANDSCAPE REQUIREMENTS 1 LARGE CANOPY TREE/ 400 S.F. REQUIRED 10% LANDSCAPE OF GROSS VEHICULAR USE AREA REQUIRED

LOT 4 = 2,601 S.F. REQUIRED (10%) / 11,834 S.F PROVIDED (28.3%) 6 LARGE CANOPY TREES REQUIRED 29 LARGE CANOPY TREES PROVIDED

PLANTED PARKING ISLANDS MIN. 10 PARKING SPACES APART REQUIRED & PROVIDED

SMALL ORNAMENTAL TREES ALONG MAJOR ACCESS LANES 1 SMALL ORNAMENTAL TREE / 25 L.F. EAST ACCESS LANE (+/- 150 L.F. FRONTAGE) 6 REQUIRED, 6 PROVIDED

LANDSCAPE AREAS PROTECTED BY 4" CONCRETE CURB, REQUIRED AND PROVIDED.

FOUNDATION PLANTING 1 LARGE TREE / 1000 S.F. 7 LARGE TREES REQUIRED 9 LARGE TREES PROVIDED

PERIMETER LANDSCAPE REQUIREMENTS 20' LANDSCAPE BUFFER ADJACENT TO R.O.W. IS REQUIRED. 20' REQUIRED AND PROVIDED

VEHICULAR AREAS TO BE SCREENED FROM ABUTTING R.O.W A 36" MIN. HT LIVING BARRIER IS REQUIRED FOR PARKING LOT SCREENING A 36" HT EVERGREEN SCREEN HEDGE ALONG WEST SIDE PARKING IS REQUIRED AND PROVIDED

LANDSCAPE BUFFERS, ADJACENT TO PUBLIC R.O.W. 1 LARGE TREE / 20 L.F. REQUIRED TOTAL 150 L.F. STREET FRONTAGE. 7 LARGE TREES REQUIRED 7 LARGE TREES PROVIDED

1 ORNAMENTAL TREE / 5 LARGE TREES 2 ORNAMENTAL TREE REQUIRED, 6 ORNAMENTAL TREES PROVIDED

LANDSCAPE BUFFERS ADJACENT TO SIMILAR ZONING 1 LARGE TREE / 25 L.F REQUIRED 3 ORNAMENTAL TREES REQUIRED FOR EVERY 5 LARGE TREES WEST PROPERTY LINE - 270 L.F. 10 LARGE TREES REQUIRED, 10 LARGE TREES PROVIDED, 6 ORNAMENTAL TREES REQUIRED, 6 ORNAMENTAL TREES PROVIDED

SOUTH PROPERTY LINE -140 L.F. 5 LARGE TREES REQUIRED, 5 LARGE TREES PROVIDED 3 ORNAMENTAL TREES REQUIRED, 3 ORNAMENTAL TREES PROVIDED

LANDSCAPE POINT SYSTEM 25 POINTS REQUIRED 25 POINT PROVIDED

5 PTS. ENHANCED LANDSCAPING 5 PTS. ENHANCED SITE CANOPY

5 PTS. USE OF STREET FURNITURE 5 PTS. ENHANCED STREETSCAPE ELEMENTS

5 PTS DECORATIVE ENTRANCE INCLUDING A LANDSCAPED MEDIAN ENTRY

MATER	RIALS	SCH	<b>EDUL</b>	E

SYMBOL	DESCRIPTION	QTY
1	Black Mexican Beach Pebble. 2-3".	8.04 cy
2	Flagstone Pathway Stepping Stones	220
3	Black, Powder Coated Aluminum Fence	347 If
5	Bench	7
6	Boulder	7
7	Double Trouble, Fishing Boys Cast Bronze Statue. 32" W x 20" D x 43" H. By Design Toscano.	1
8	Bike Rack	11
9	Trash Receptacle	3
10	Aluminum Dogipot Pet Station	3
11	Bollard Lighting	48

PLANT SCI	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
		EXISTING TREES			
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QTY
DEGIDOGGG TILEG	COBL	DO ITATIONE / COMMISSION IN THE	OIZL		Q I I
	AT	Acer truncatum / Shantung Maple	4" Cal.		43
	MG	Magnolia grandiflora / Southern Magnolia	4" Cal.		30
	PC	Pistacia chinensis / Chinese Pistache	4" Cal.		37
	QV	Quercus virginiana / Southern Live Oak	4" Cal.		35
	UC	Ulmus crassifolia / Cedar Elm	4" Cal.		28
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME	SIZE		QT
$\bigcirc$	СС	Cercis canadensis / Eastern Redbud	3" Cal.		13
	CF	Cornus florida / Flowering Dogwood	3" Cal.		14
	KE	Koelreuteria bipinnata / Golden Rain Tree	3" Cal.		14
	LI	Lagerstroemia indica x fauriei `Tuscarora` / Tuscarora Crape Myrtle	3" Cal.		14
	РА	Prunus cerasifera 'Atropurpurea' / Purple-leaf Plum	3" Cal.		11
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE		QT
•	AN	Azalea indica / Indian Azalea	36" Ht.		30
•	ВА	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	36" Ht.		130
•	BS	Buxus sempervirens / Common Boxwood	36" Ht.		104
•	EA	Euonymus alatus / Burning Bush	36" Ht.		23
•	HP	Hesperaloe parviflora / Red Yucca	36" Ht.		86
•	IB	Ilex cornuta `Burfordii` / Burford Holly	36" Ht.		37
•	IC	Ilex crenata 'Compacta' / Dwarf Japanese Holly	36" Ht.		41
•	LF	Leucophyllum frutescens / Texas Sage	36" Ht.		37
•	RI	Rhaphiolepis indica / Indian Hawthorn	36" Ht.		50
•	vo	Viburnum odoratissimum / Sweet Viburnum	36" Ht.		10
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QT
	BT2	Bouteloua dactyloides 'Top Gun' / Top Gun Buffalo Grass	seed		51
	EF	Euonymus fortunei / Wintercreeper	1 gal.	18" o.c.	57
	JH	Juniperus horizontalis / Creeping Juniper	1 gal.	24" o.c.	3,2
	LM	Liriope muscari `Big Blue` / Big Blue Lilyturf	1 gal.	18" o.c.	5,0
	Ol	Ophiopogon japonicus / Mondo Grass	1 gal.	12" o.c.	50
	ТМ	Thymus praecox / Mother of Thyme	1 gal.	12" o.c.	94
//-/-/-/-/-/-/-/-/-/-/-/-/-/-/-/-/-/-/-/	TA	Trachelospermum asiaticum / Asiatic Jasmine	1 gal.	24" o.c.	3,1

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance and installation of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.

2. Landscape areas shall be kept free of trash, litter, weeds and other such material or plants not a part of the landscaping.

3. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on 4. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the

be maintained. The Town may require revegetation to prevent erosion or slippage. 5. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30) days or a date approved by the Director,

required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will

based on current seasons and weather conditions (e.g. drought or freeze). 6. When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.

7. All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.

8. All trees are to be equipped with a bubbler irrigation system.

9. Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape

10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" in color.

11. All landscaped areas, including parkways and medians, will have a minimum of six (6) inches of topsoil

LOT #4 LANDSCAPE PLAN VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRESLots 2R & 4, Block 1

Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86 Town of Little Elm Denton County, Texas City Project No. PD-22-03911

Owner/Applicant: FM423 Properties, LLC 8479 Kara Creek Rd Frisco, Texas 75036 Contact: Venkat Papudippu Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

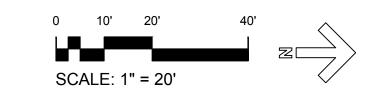
Architect: BSB Design, Inc 8825 Coleman Blvd Frisco, Texas 75034 Contact: Chad Riney Phone: (515) 273-3020 Email: criney@bsbdesign.com

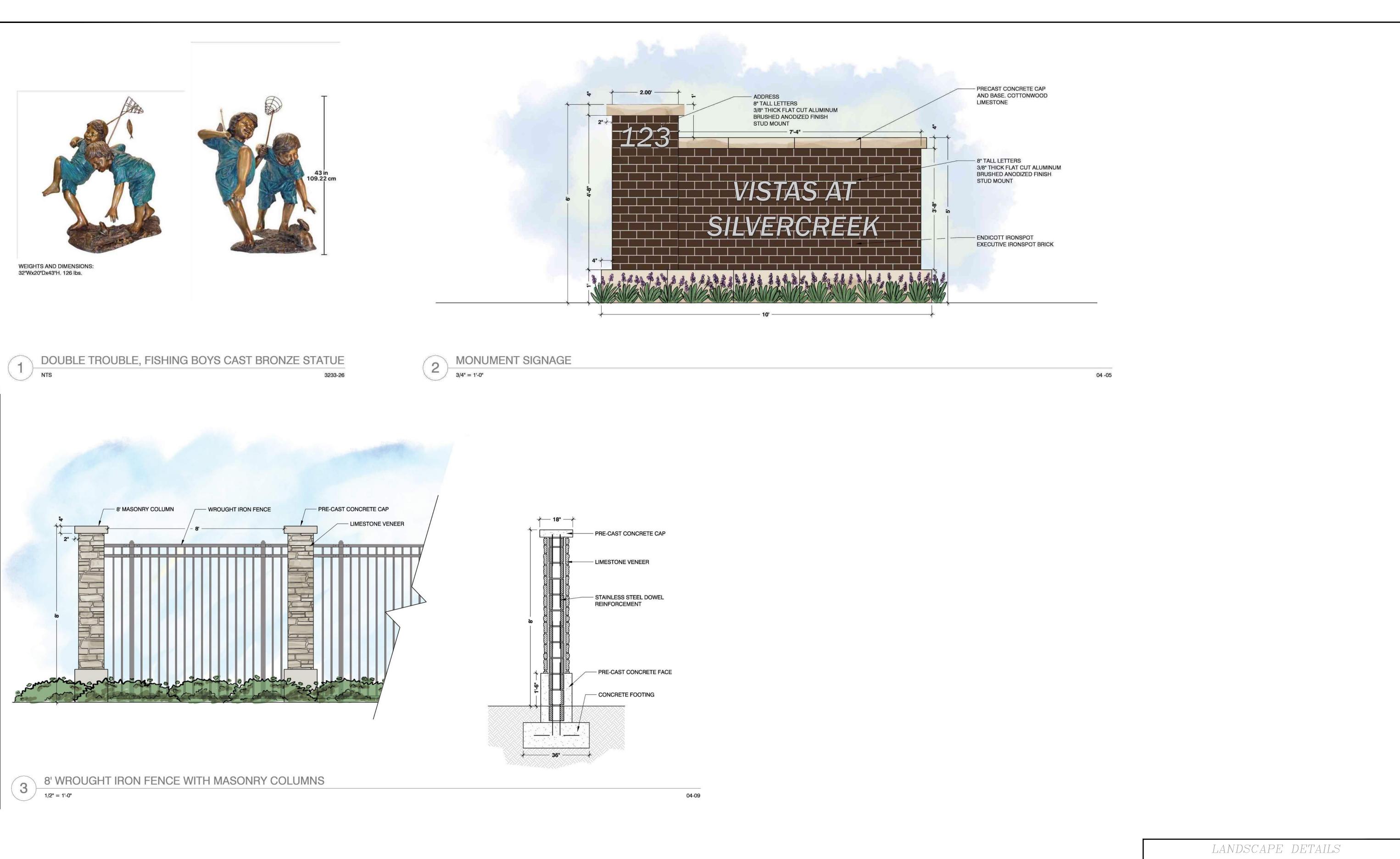
Re-Submitted November 30, 2022 Engineer: Kimley-Horn and Associates, Inc. 13455 Noel Rd, Two Galleria Office Tower, Ste. 700 Dallas, Texas 75240 Contact: Jeffrey Dolian, P.E. Phone: (972) 770-1363 Email: jeffrey.dolian@kimley-horn.c

SHEET NUMBER L106

-ANDSCAPE

SIL





LANDSCAPE DETAILS

VISTAS AT SILVERCREEK

GROSS ACREAGE: ±11.48 ACRES

Lots 2R & 4, Block 1
Little Elm Landscape Center
±2.207 Acres Out Of
C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner Applicant: Archi
FM423 Properties, LLC
8479 Kara Creek Rd
Frisco, Texas 75036
Contact: Venkat Papudippu

Archi
BSB Design
8825 Colem
Frisco, Texas
Contact: Contact: Ch

Phone: (925) 895-1785

Email: venkat.papudippu@gmail.com

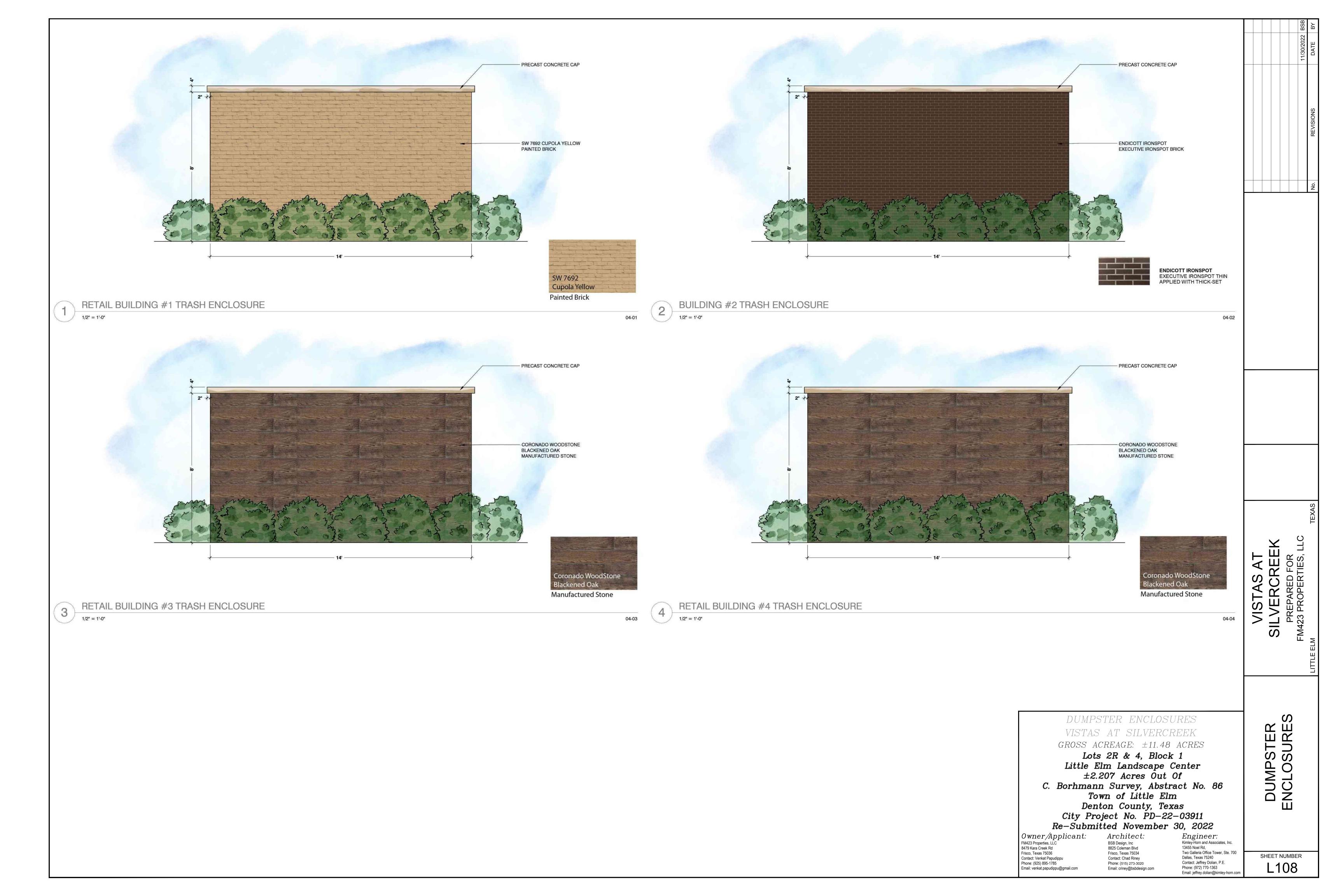
Architect:
BSB Design, Inc
8825 Coleman Blvd
Frisco, Texas 75034
Contact: Chad Riney
Phone: (515) 273-3020
Email: criney@bsbdesign.com

Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.com

SHEET NUMBER L107

**DETAILS** 

LANDSCAPE



## BENCH OPTIONS







LANDSCAPE FORMS - WELLSPRING BENCH

## TRASH RECEPACLE OPTIONS



LANDSCAPE FORMS - AUSTIN LITTER



LANDSCAPE FORMS - LAKESIDE LITTER



LANDSCAPE FORMS - WELLSPRING LITTER

## BIKE RACK OPTIONS



LANDSCAPE FORMS - BOLA BIKE RACK



LANDSCAPE FORMS - EMERSON BIKE RACK



LANDSCAPE FORMS - FLO BIKE RACK

LANDSCAPE AMENITIES VISTAS AT SILVERCREEK

GROSS ACREAGE:  $\pm 11.48$  ACRES

Lots 2R & 4, Block 1 Little Elm Landscape Center ±2.207 Acres Out Of C. Borhmann Survey, Abstract No. 86
Town of Little Elm
Denton County, Texas
City Project No. PD-22-03911
Re-Submitted November 30, 2022

Owner/Applicant:
FM423 Properties, LLC
8479 Kara Creek Rd Frisco, Texas 75036 Contact: Venkat Papudippu

Email: venkat.papudippu@gmail.com

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Architect:
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8825 Coleman Blvd Frisco, Texas 75034 Contact: Chad Riney Phone: (515) 273-3020 Email: criney@bsbdesign.com Engineer:
Kimley-Horn and Associates, Inc.
13455 Noel Rd,
Two Galleria Office Tower, Ste. 700
Dallas, Texas 75240
Contact: Jeffrey Dolian, P.E.
Phone: (972) 770-1363
Email: jeffrey.dolian@kimley-horn.com

SHEET NUMBER L109

LANDSCAPE AMENITIES





SW 7063 Nebulous White Masonry Panel





FRISCO, TX

#### **NORTH**



#### SOUTH



#### **BUILDING #1**

"NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS



LARGE FORMAT MASONRY PANEL (NICHIHA OR EQUAL) SW 2839 ROYCROFT COPPER RED PAINTED BRICK SW 7692 CUPOLA YELLOW METAL FACADE LARGE FORMAT WEST
MASONRY
PANEL (NICHIHA
ON FEDUAL)
SW 2692 CUPOLA YELLOW PAINTED BRICK OR EGUAL)
SW 2699 ROYCROFT COPPER RED METAL FACADE

SIDE (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1167 SQ. FT. MASONRY PANEL: 294 SQ. FT. = 25.19% PAINTED BRICK: 589 SQ. FT. = 49.70% METAL FACADE: 293 SQ.FT. = 25.11%

SIDE (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 1167 SQ. FT. MASONRY PANEL: 294 SQ. FT. = 25.19% PAINTED BRICK: 580 SQ. FT. = 49.70% METAL FACADE: 293 SQ. FT. = 25.11%

METAL FACADE LARGE FORMAT - MASONRY PANEL (NICHIHA OR EQUAL) METAL FACADE

**EAST** 

SCALE: 1/8" = 1'-0" **BUILDING #1** 

"NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS

NOVEMBER, 2022 | MS220131.00





SW 7063 Nebulous White Masonry Panel





- This Facade Plan is for conceptual purposes only, all building plans require review and approval by Development Services.
   Al mechanical units shall be screened from public view as required by the Zoring Ordinance.
   When permitted, exposed utility boxes and
- When permitted, exposed utility losses and condults shall be painted to match the building.
   As 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.

FM 423 PROPERTIES



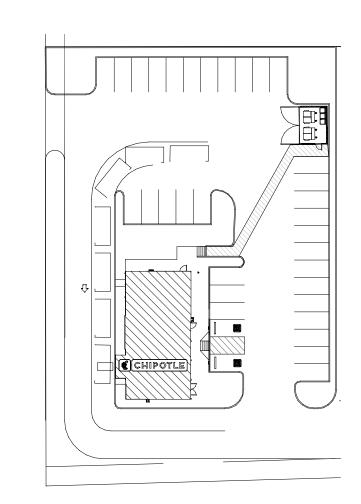
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### **GENERAL NOTES**

- 1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- 5. AN ONSITE MOCKUP OF THE BUILDING MATERIALS TO BE USED ON THE STRUCTURE SHALL BE INSTALLED AND REVIEWED BY THE PLANNING DIVISION. MATERIALS SHALL NOT BE PLACED ONT HE STRUCTURE UNTIL A GREEN TAG IS
- RECEIVED BY THE PLANNING DIVISION. 6. AN APPROVED FACADE PLAN SHALL BE POSTED ONSITE AT ALL TIMES.

	FINISH MATERIALS							
BRICK-W		ENDICOTT WHITE VC1 GLAZED WHITE THIN APPLIED WITH THICK-SET						
BRICK-G		ENDICOTT IRONSPOT  MANGANESE IRONSPOT THIN APPLIED WITH THICK-SET						
BRICK-E		ENDICOTT IRONSPOT EXECUTIVE IRONSPOT THIN APPLIED WITH THICK-SET						
STUCCO		3-STEP STUCCO PPG 'KNIGHTS ARMOR'						
MT-01		METAL PPG 'KNIGHTS ARMOR'						
STRFNT		KAWNEER PERMAFLOUR CHARCOAL						





	MA	ATERIAL C	ALCULAT	ION						
	WEST			EAST SOL		UTH	NORTH		TOTAL	
MATERIAL	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	767	100	749	100	1322	100	1295	100	4133	100
NON-GLAZED DOORS AND WINDOWS	0	0%	26	3.47	0	0	0	0	26	0.78
GLAZED DOORS AND WINDOWS	306	39.90	8	1.07	378	28.59	258	17.93	950	22.21
TOTAL (WITHOUT GLAZED/NON-GLAZED	461	60.10	741	98.93	944	71.41	1181	91.20	3327	80.50
WHITE BRICK	295	63.90	260	35.09	562	59.53	471	45.42	1588	49.89
GRAY BRICK	0	0	352	47.50	264	27.97	371	35.78	987	31.01
BROWN BRICK	103	22.34	103	13.90	0	0	195	18.80	401	12.60
STUCCO	63	13.67	0	0	118	12.50	0	0	181	5.69

**ARCHITECT OF RECORD** 513 MAIN STREET, SUITE 300

FORT WORTH, TEXAS 76102

(817) 820-0433



PLANNING SUBMITTAL 08/05/2022

SHELL 1, TX LITTLE ELM CHIPOTLI FM 423, LITTLE ELN

	Issue Record:			
<u></u>	Revisions:			

T. GRANDORF A. MORELAND ROGUE #22-0401 FACADE PLAN

F000



REAR (NORTH) FACADE: TOTAL SURFACE AREA = 1391 SQUARE FEET MASONRY PANEL: 746 SQ.FT. = 53.63% PAINTED BRICK: 307 SQ. FT. = 22.07% MANUFACTURED STONE: 338 SQ. FT. = 22.30%

FRONT (SOUTH) FACADE:

MASONRY PANEL: 371 SQ. FT. = 38.61% PAINTED BRICK: 422 SQ. FT. = 43.91%

MANUFACTURED STONE: 168 SQ. FT. = 17.48%

LARGE FORMAT MASONRY PANEL (NICHIHA OR EQUAL) PAINTED BRICK — MANUFACTURED STONE

NORTH

SCALE: 1/8" = 1'-0"

## RETAIL BUILDING #3

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS



## FM 423 PROPERTIES FRISCO, TX

SW 6710

SW 7551 Greek Villa

Painted Brick

SW 6990 Caviar

Ordinance.

Masonry Panel

This Facade Plan is for conceptual purposes

only. all building plans require review and

All mechanical units shall be screened from

When permitted, exposed utility boxes and conduits shall be painted to match the building.

otherwise permitted by the Chief Building

All signage areas and locations are subject to

Roof access shall be provided internally, unless

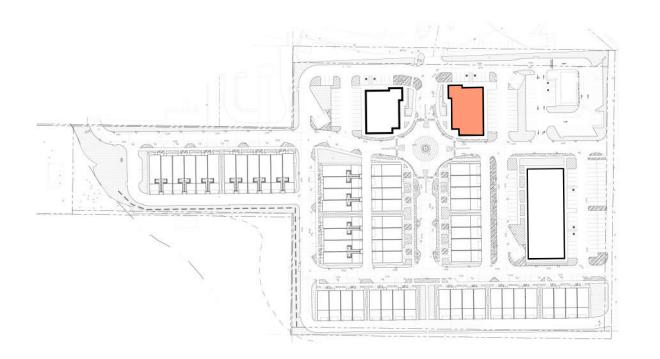
approval by Development Services.

public view as required by the Zoning

approval by Development Services.

Melange Green

Masonry Panel





Manufactured Stone

SW 6710 Melange Green Masonry Panel

SW 7551 Greek Villa Painted Brick



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FM 423 PROPERTIES FRISCO, TX



EAST



SCALE: 1/8" = 1'-0"

## RETAIL BUILDING #3

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

PAINTED BRICK: 635 SQ. FT. = 46.18% MANUFACTURED STONE: 314 SQ. FT. = 22.84%

TOTAL MATERIAL SURFACE AREA = 1375 SQ. FT.

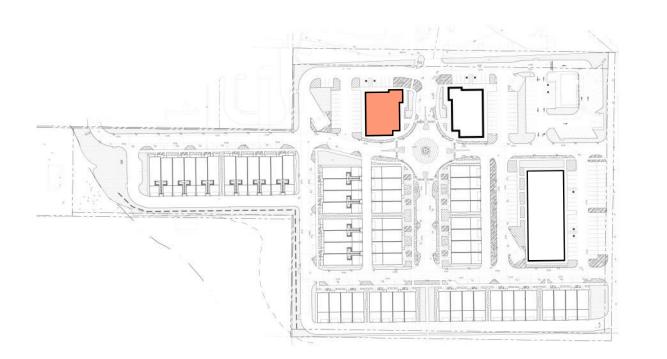
MASONRY PANEL: 426 SQ. FT. = 30.98%

SIDE (EAST) FACADE:

SIDE (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 914 SQ. FT. MASONRY PANEL: 320 SQ.FT. = 35.01% PAINTED BRICK: 339 SQ. FT. = 37.09% MANUFACTURED STONE: 255 SQ. FT. = 27.90%







LARGE FORMAT
MASONRY PANEL
(NICHIHA OR EQUAL) SW 6710 MELANGE GREEN SW 6990 CAVIAR SW 7551 GREEK VILLA CORONADO STONE :WOOD STONE BLACKENED

REAR (SOUTH) FACADE:
TOTAL MATERIAL SURFACE AREA = 1467 SQ. FT.
MASONRY PANEL: 765 SQ. FT. = 52.15%
PAINTED BRICK: 360 SQ. FT. = 25.54%
MANUFACTURED STONE: 342 SQ. FT. = 23.31%

FRONT (NORTH) FACADE:

TOTAL MATERIAL SURFACE AREA = 1025 SQ. FT.

MANUFACTURED STONE: 322 SQ. FT. = 31.41%

MASONRY PANEL: 306 SQ. FT. = 29.85% PAINTED BRICK: 397 SQ. FT. = 38.73%





Manufactured Stone

SW 6710 Melange Green Masonry Panel

SW 7551 Greek Villa Painted Brick



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FM 423 PROPERTIES FRISCO, TX



**NORTH** 

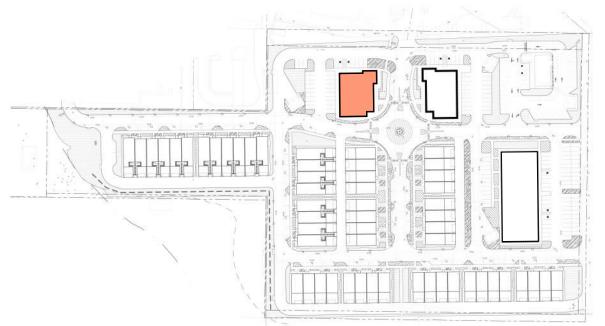
SCALE: 1/8" = 1'-0"

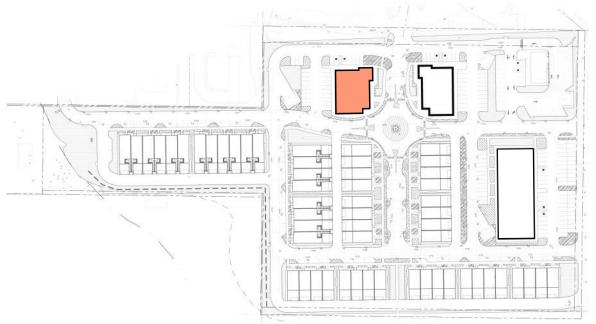
## RETAIL BUILDING #4

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

# VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS









Manufactured Stone

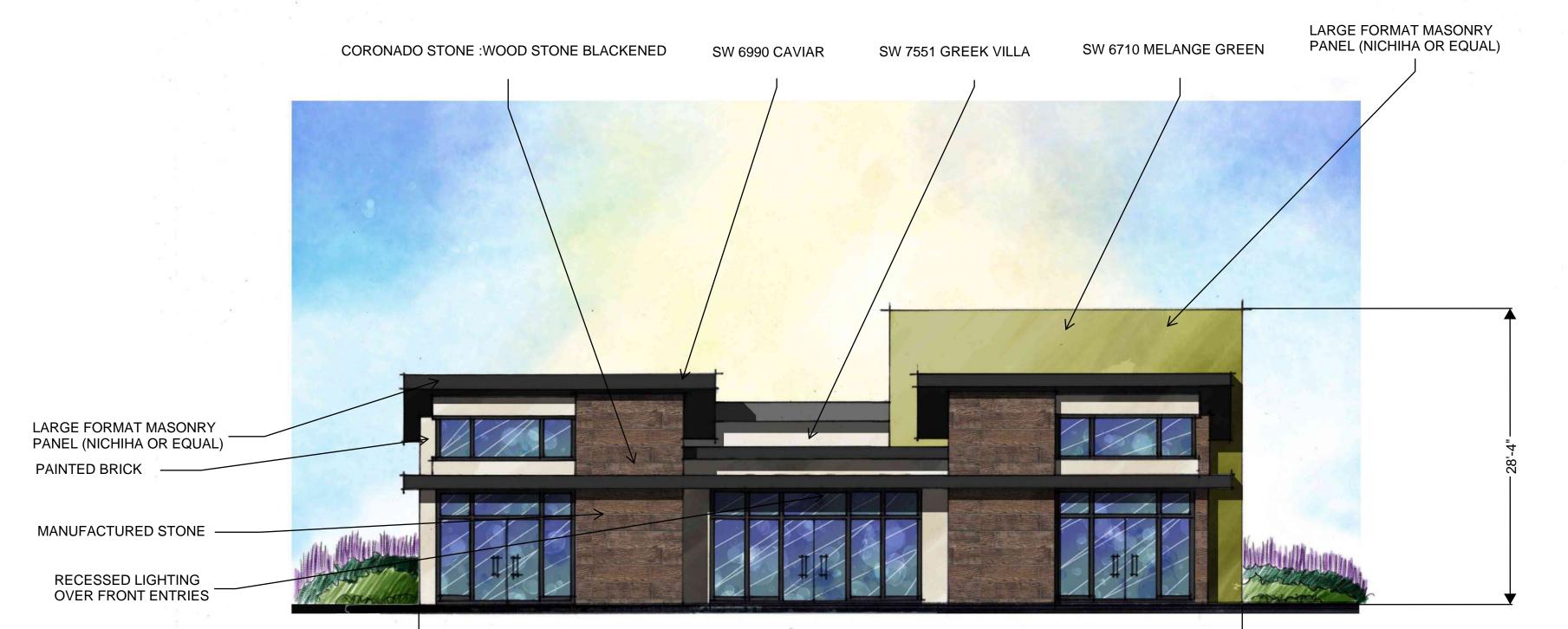
SW 6710 Melange Green Masonry Panel

SW 7551 Greek Villa **Painted Brick** 



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FM 423 PROPERTIES FRISCO, TX





WEST

SCALE: 1/8" = 1'-0"

## **RETAIL BUILDING #4**

\*NOTE: ALL CONDENSER UNITS TO BE LOCATED ON ROOF ABOVE RETAIL UNITS AND WILL BE VERIFIED IN THE FIELD.

PAINTED BRICK: 337 SQ. FT. = 24.16% MANUFACTURED STONE: 405 SQ. FT. = 29.03%

MASONRY PANEL: 653 SQ. FT. = 46.81%

TOTAL MATERIAL SURFACE AREA = 1395 SQ. FT.

SIDE (EAST) FACADE:

SIDE (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 950 SQ. FT. MASONRY PANEL: 327 SQ.FT. = 34.42% PAINTED BRICK: 382 SQ. FT. = 40.21% MANUFACTURED STONE: 241 SQ. FT. = 25.37%









FRONT (NORTH) FACADE: TOTAL MATERIAL SURFACE AREA = 2676 SQ. FT. MASONRY PANEL: 794 SQ. FT. = 24.74% PAINTED BRICK: 2014 SQ. FT. = 75.26%

GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 738 SQ. FT. MASONRY PANEL: 22 SQ. FT. = 2.99% PAINTED BRICK: 716 SQ. FT. = 97.01%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 1938 SQ. FT. MASONRY PANEL: 772 SQ. FT. = 39.84% PAINTED BRICK: 1166 SQ. FT. = 60.16%

SW 7718 Oak Creek

Masonry Panel

Masonry Panel

SW 7074

Masonry Panel

SW 7102 White Flour

SW 7102 White Flour

Painted Brick

Masonry Panel

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REAR (SOUTH) FACADE: TOTAL MATERIAL SURFACE AREA = 2771 SQ. FT. MASONRY PANEL: 595 SQ. FT. = 21.48% PAINTED BRICK: 2176 SQ. FT. = 78.52%

GROUND FLOOR

TOTAL MATERIAL SURFACE AREA = 608 SQ. FT. PAINTED BRICK: 608 SQ. FT. = 100%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 2163 SQ. FT. MASONRY PANEL: 595 SQ. FT. = 27.51% PAINTED BRICK: 1568 SQ. FT. = 72.49%

SQUARE FOOTAGES Middle Unit | End Unit | 4-Plex SECOND FLOOR LIVING THIRD FLOOR LIVING GARAGE PORCH OPEN PATIO COVERED PATIC 1198 406 MECHANICAL 3537 3708 14490

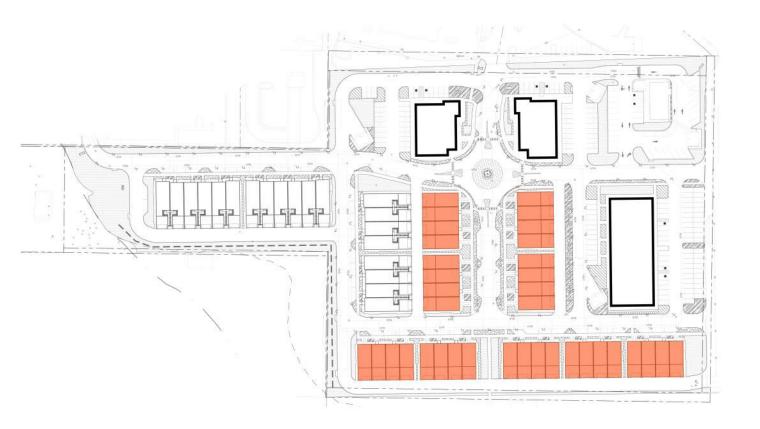
REAR (SOUTH)

65' DEEP 4-PLEX

SCALE: 1/8" = 1'-0"

## VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS







Masonry Panel



Masonry Panel

SW 7074 Software

Masonry Panel

SW 7102 White Flour Painted Brick

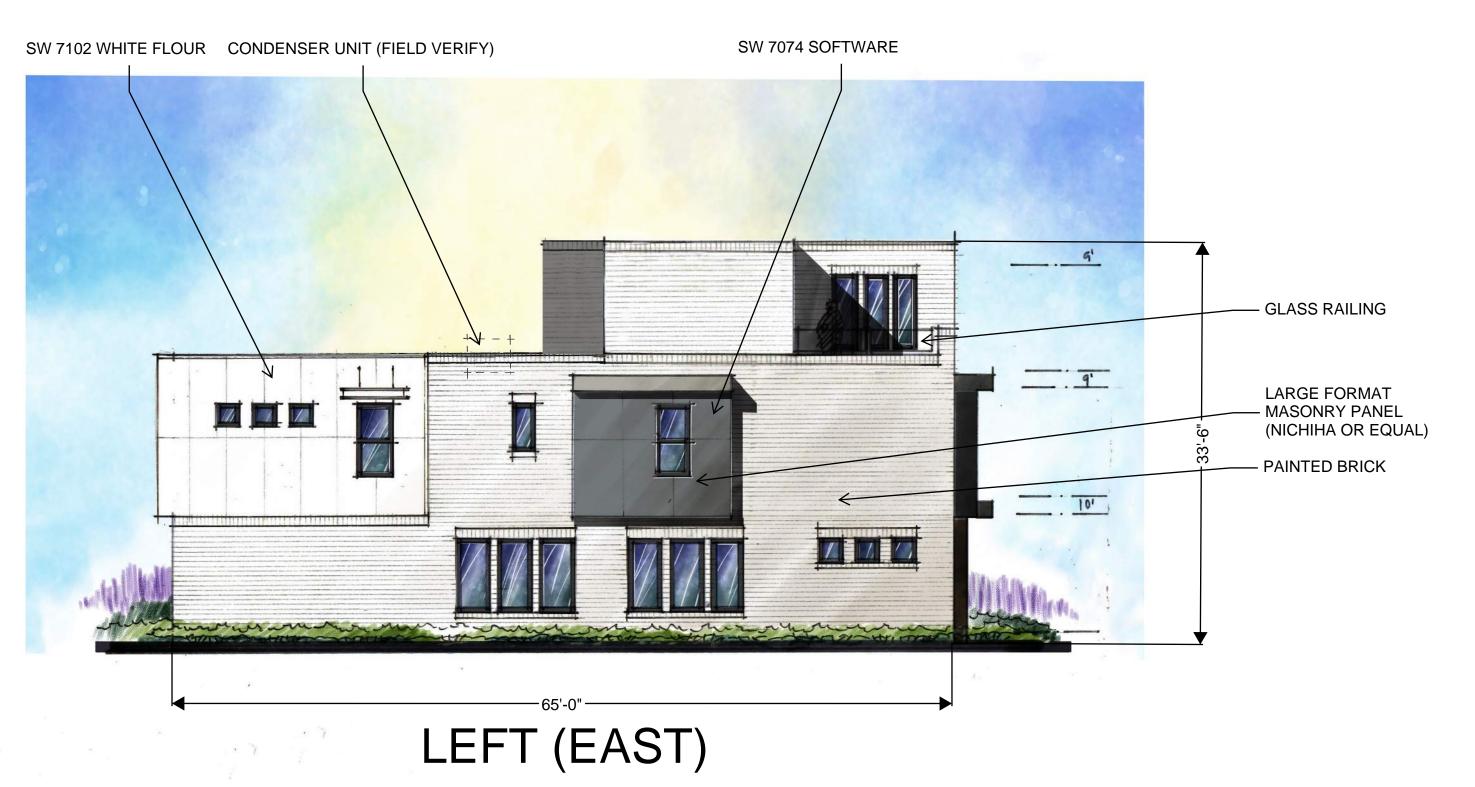
SW 7102

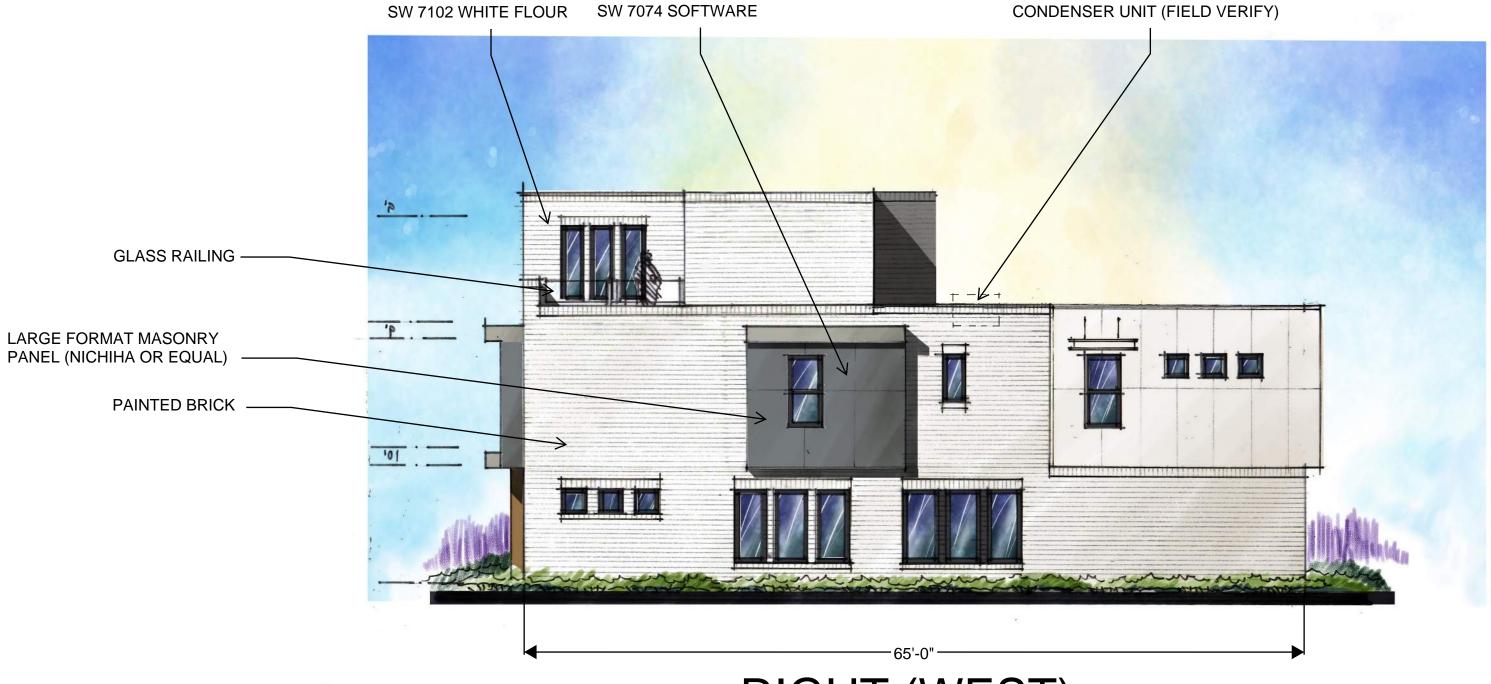
#### Masonry Panel

White Flour

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FM 423 PROPERTIES
FRISCO, TX





RIGHT (WEST)

65' DEEP 4-PLEX

SCALE: 1/8" = 1'-0"

#### LEFT (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1719 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 24.44% PAINTED BRICK: 1299 SQ. FT. = 75.56%

#### GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 593 SQ. FT. PAINTED BRICK: 593 SQ. FT. = 100%

## OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 1126 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 37.30% PAINTED BRICK: 706 SQ. FT. = 62.70%

LEFT (EAST) FACADE: TOTAL MATERIAL SURFACE AREA = 1719 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 24.44% PAINTED BRICK: 1299 SQ. FT. = 75.56%

## GROUND FLOOR

TOTAL MATERIAL SURFACE AREA = 593 SQ. FT. PAINTED BRICK: 593 SQ. FT. = 100%

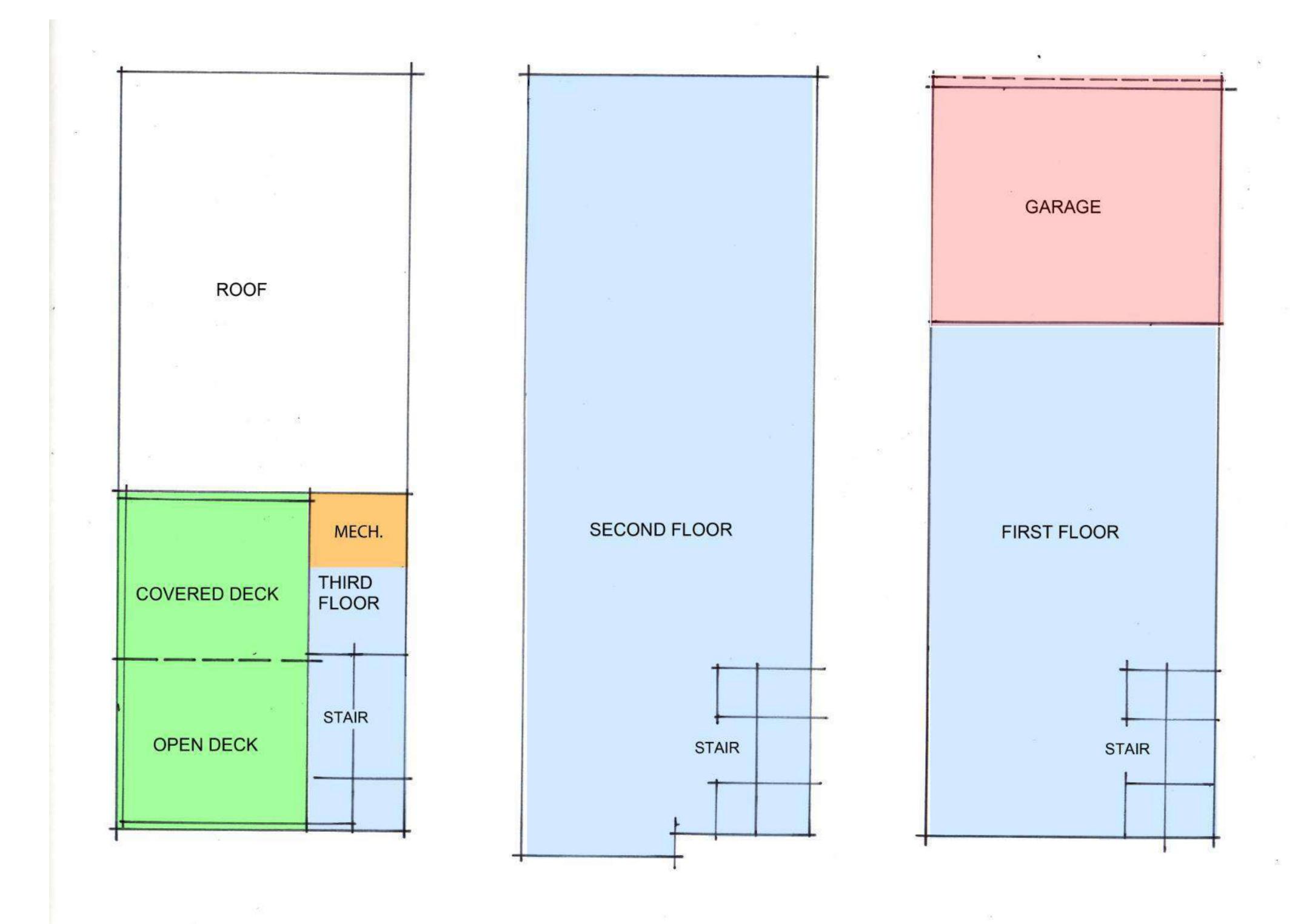
#### OTHER FLOORS

TOTAL MATERIAL SURFACE AREA = 1126 SQ. FT. MASONRY PANEL: 420 SQ. FT. = 37.30% PAINTED BRICK: 706 SQ. FT. = 62.70%

SQUARE FOOTAGES							
	Middle Unit	End Unit	4-Plex				
MAIN FLOOR LIVING	989	1024	4026				
SECOND FLOOR LIVING	1261	1496	5514				
THIRD FLOOR LIVING	16	35	102				
TOTAL LIVING	2266	2555	9642				
GARAGE	530	526	2112				
PORCH	31	15	92				
OPEN PATIO	281	239	1040				
COVERED PATIO	318	281	1198				
MECHANICAL		92	406				
TOTAL	3537	3708	14490				







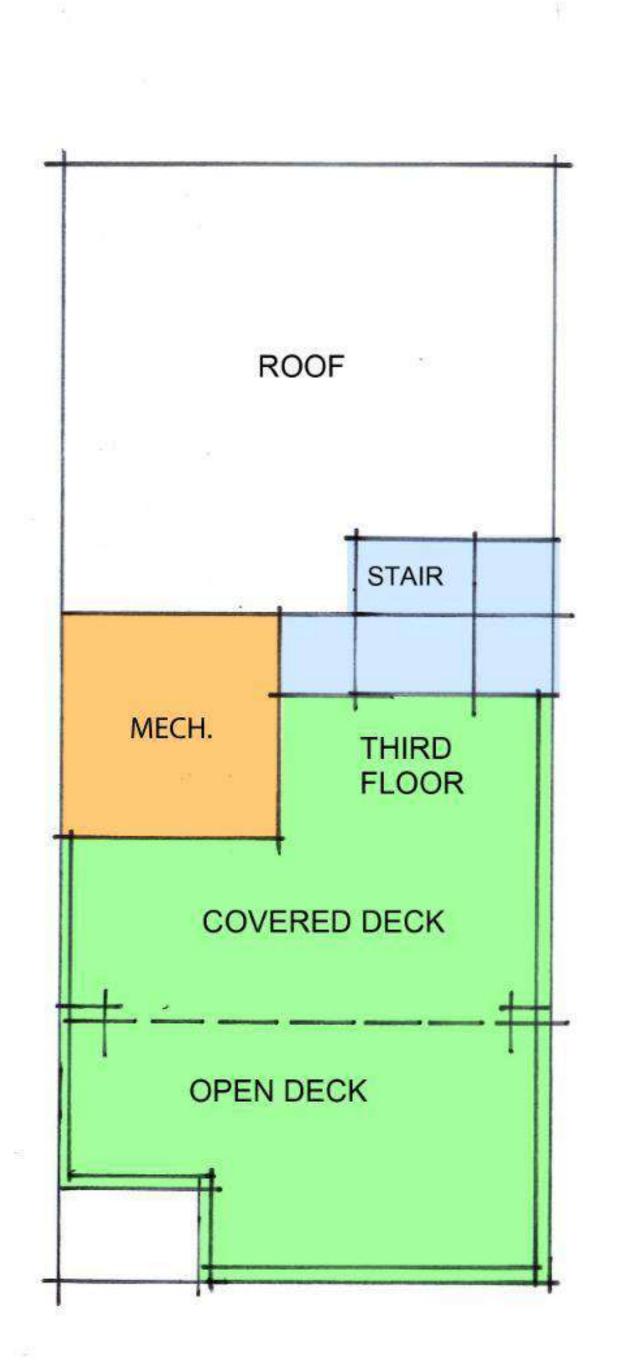
65' DEEP END CONDITON FLOOR DIAGRAM

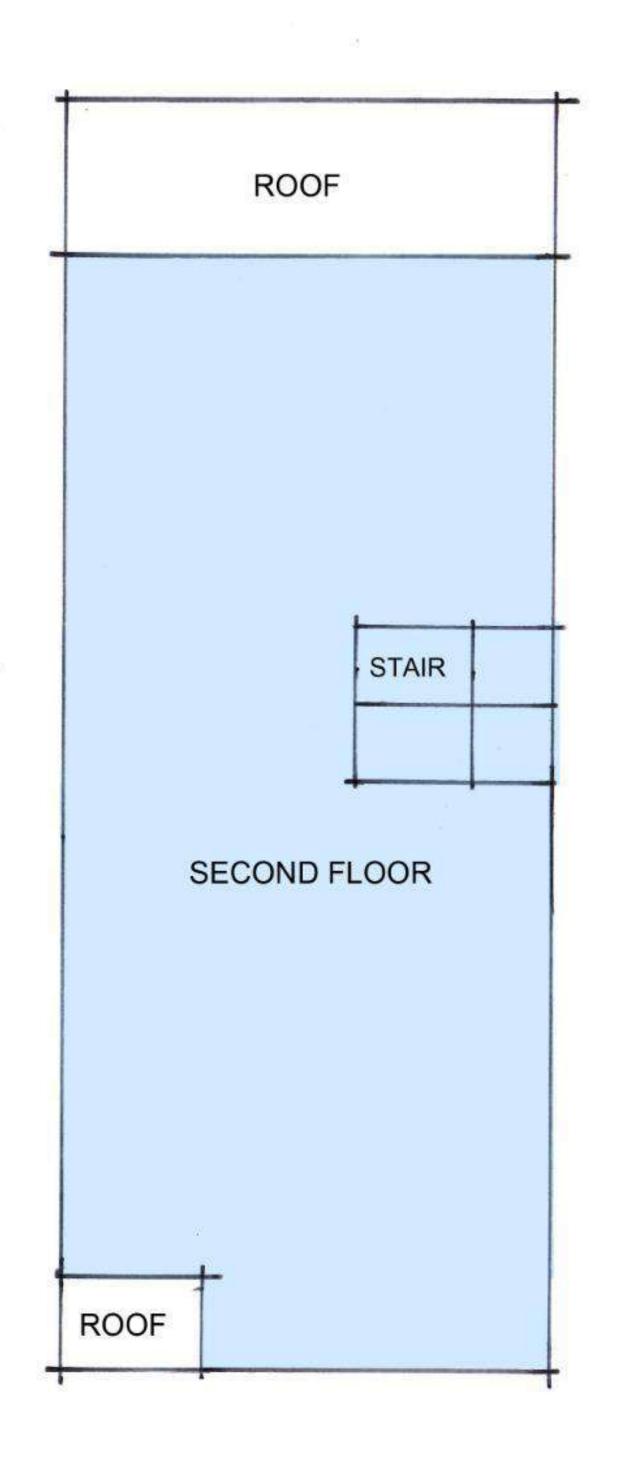
VISTAS AT SILVERCREEK

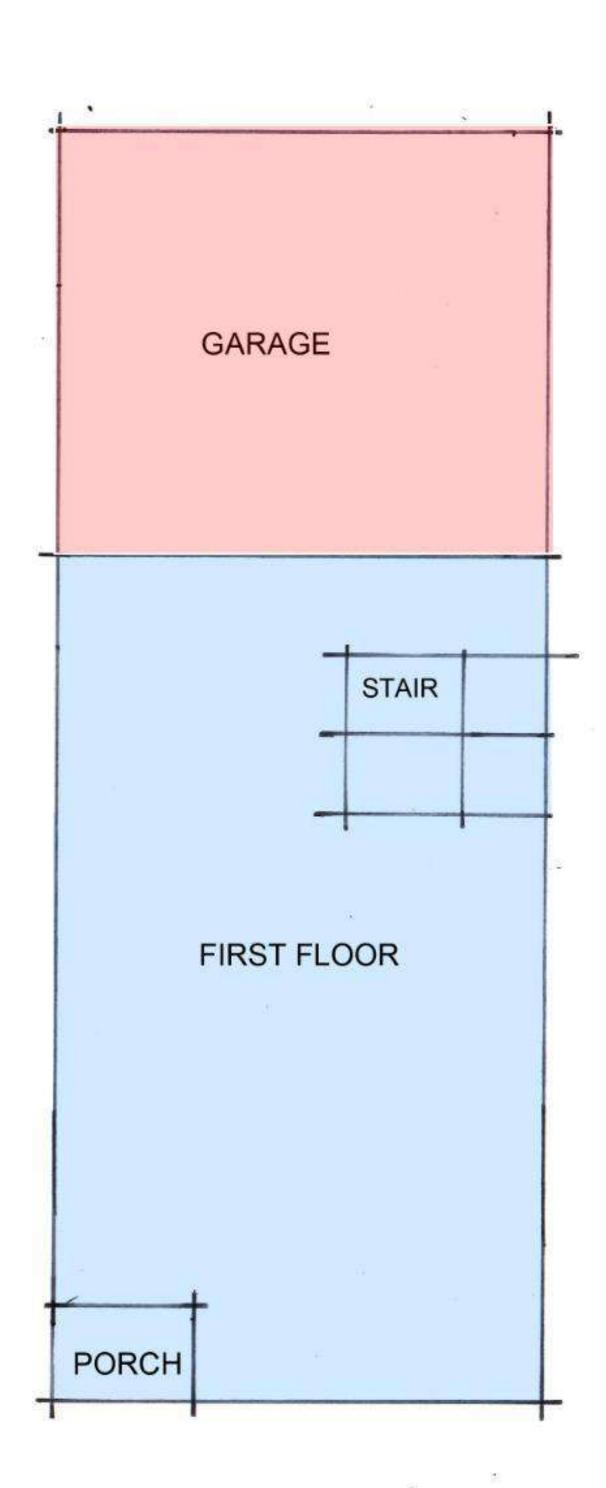
FM 423 & LITTLE ELM, TEXAS











# 65' DEEP MIDDLE CONDITON FLOOR DIAGRAM

VISTAS AT SILVERCREEK

FM 423 & LITTLE ELM, TEXAS





FRONT (WEST) FACADE: TOTAL MATERIAL SURFACE AREA = 4100 SQ. FT. MASONRY PANEL: 1024 SQ. FT. = 24.98% PAINTED BRICK: 3076 SQ. FT. = 75.02%

GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 1138 SQ. FT. MASONRY PANEL: 102 SQ. FT. = 8.97% PAINTED BRICK: 1036 SQ. FT. = 91.03%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 2962 SQ. FT. MASONRY PANEL: 922 SQ. FT. = 36.33% PAINTED BRICK: 2040 SQ. FT. = 68.87%

RECESSED LIGHTING
OVER FRONT ENTRIES

REAR (EAST) FACADE:

**GROUND FLOOR** 

OTHER FLOORS

LARGE FORMAT - MASONRY PANEL

PAINTED BRICK

- GLASS RAILING

- PAINTED BRICK

PAINTED WOOD

GARAGE DOOR, OR EQUIVALENT

- COACH LIGHT

SECOND FLOOR LIVING
THIRD FLOOR LIVING

GARAGE COVERED PATIO (ENTRY)

COVERED PORCH

OVERED DECK OVERED BALCONY

OPEN PATIO 2 COVERED PATIO

(NICHIHA OR EQUAL)

TOTAL MATERIAL SURFACE AREA = 3968 SQ. FT.

TOTAL MATERIAL SURFACE AREA = 860 SQ. FT.

TOTAL MATERIAL SURFACE AREA = 3108 SQ. FT.

SQUARE FOOTAGES

MASONRY PANEL: 509 SQ. FT. = 12.83%

PAINTED BRICK: 3459 SQ.FT. = 87.17%

PAINTED BRICK: 860 SQ. FT. = 100%

MASONRY PANEL: 509 SQ. FT. = 16.38%

PAINTED BRICK: 2599 SQ. FT. = 83.62%

FRONT (WEST)

REAR (EAST)

85' DEEP 6-PLEX

Masonry Panel

This Facade Plan is for conceptual purposes

Masonry Panel

SW 7074

SW 7102

White Flour

Painted Brick

SW 7102

White Flour

Masonry Panel

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

 Roof access shall be provided internally, unles otherwise permitted by the Chief Building Official.

FM 423 PROPERTIES FRISCO, TX

SCALE: 1/8" = 1'-0"

## VISTAS AT SILVERCREEK

FM 423 & LITTLE ELM, TEXAS

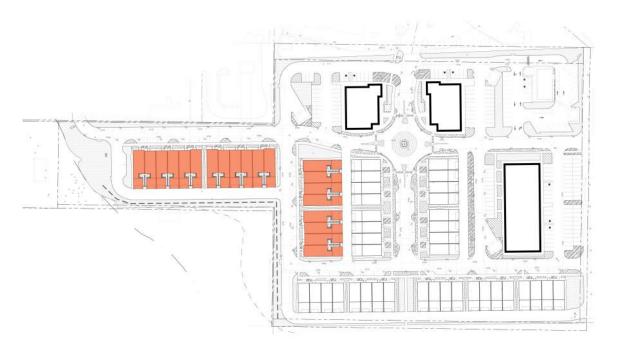


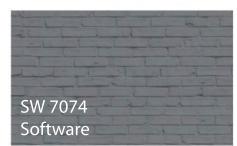
3852 4523 24454

6690 424

2305 2527

SW 7102 WHITE FLOUR SW 7644 GATEWAY GRAY SW 7074 SOFTWARE SW 7718 OAK CREEK





Painted Brick



Masonry Panel



Masonry Panel

SW 7074

Masonry Panel

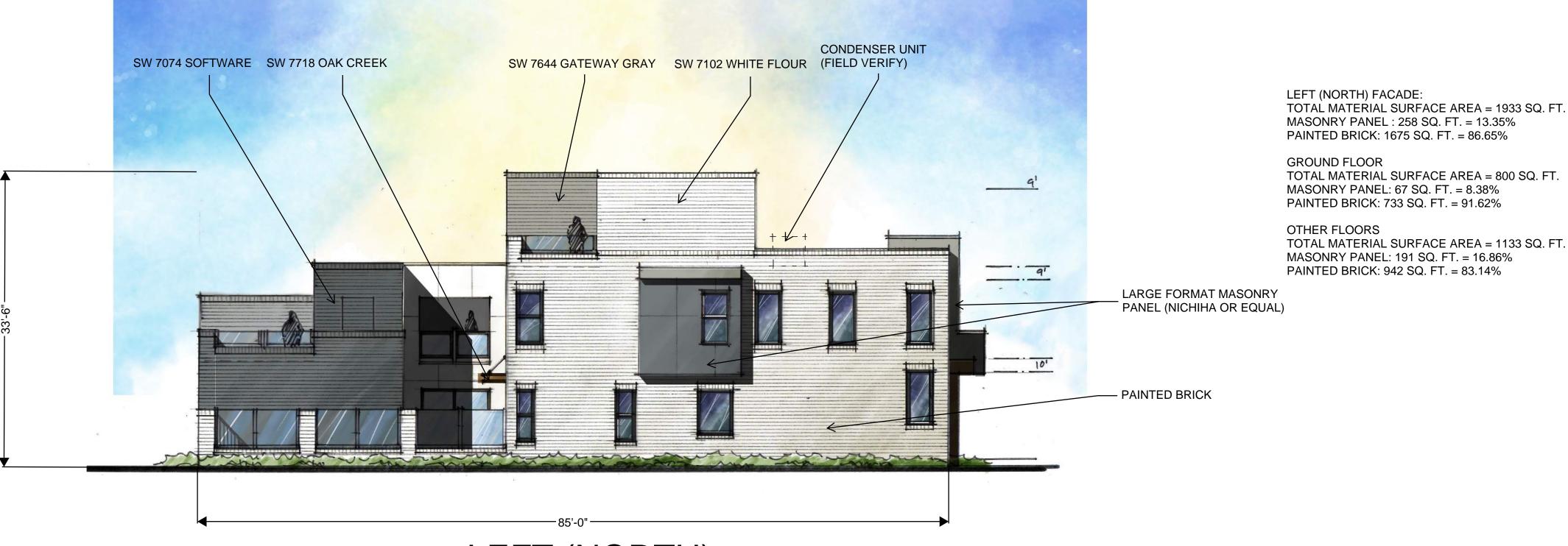
White Flour Painted Brick

SW 7102 White Flour

#### **Masonry Panel**

- 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

FM 423 PROPERTIES FRISCO, TX



LEFT (NORTH)



TOTAL MATERIAL SURFACE AREA = 1933 SQ. FT. MASONRY PANEL : 258 SQ. FT. = 13.35% PAINTED BRICK: 1675 SQ. FT. = 86.65%

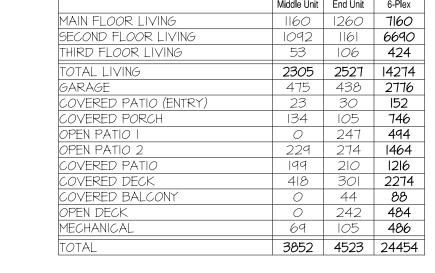
GROUND FLOOR TOTAL MATERIAL SURFACE AREA = 800 SQ. FT. MASONRY PANEL: 67 SQ. FT. = 8.38% PAINTED BRICK: 733 SQ. FT. = 91.62%

OTHER FLOORS TOTAL MATERIAL SURFACE AREA = 1133 SQ. FT. MASONRY PANEL: 191 SQ. FT. = 16.86% PAINTED BRICK: 942 SQ. FT. = 83.14%

RIGHT (SOUTH)

85' DEEP 6-PLEX

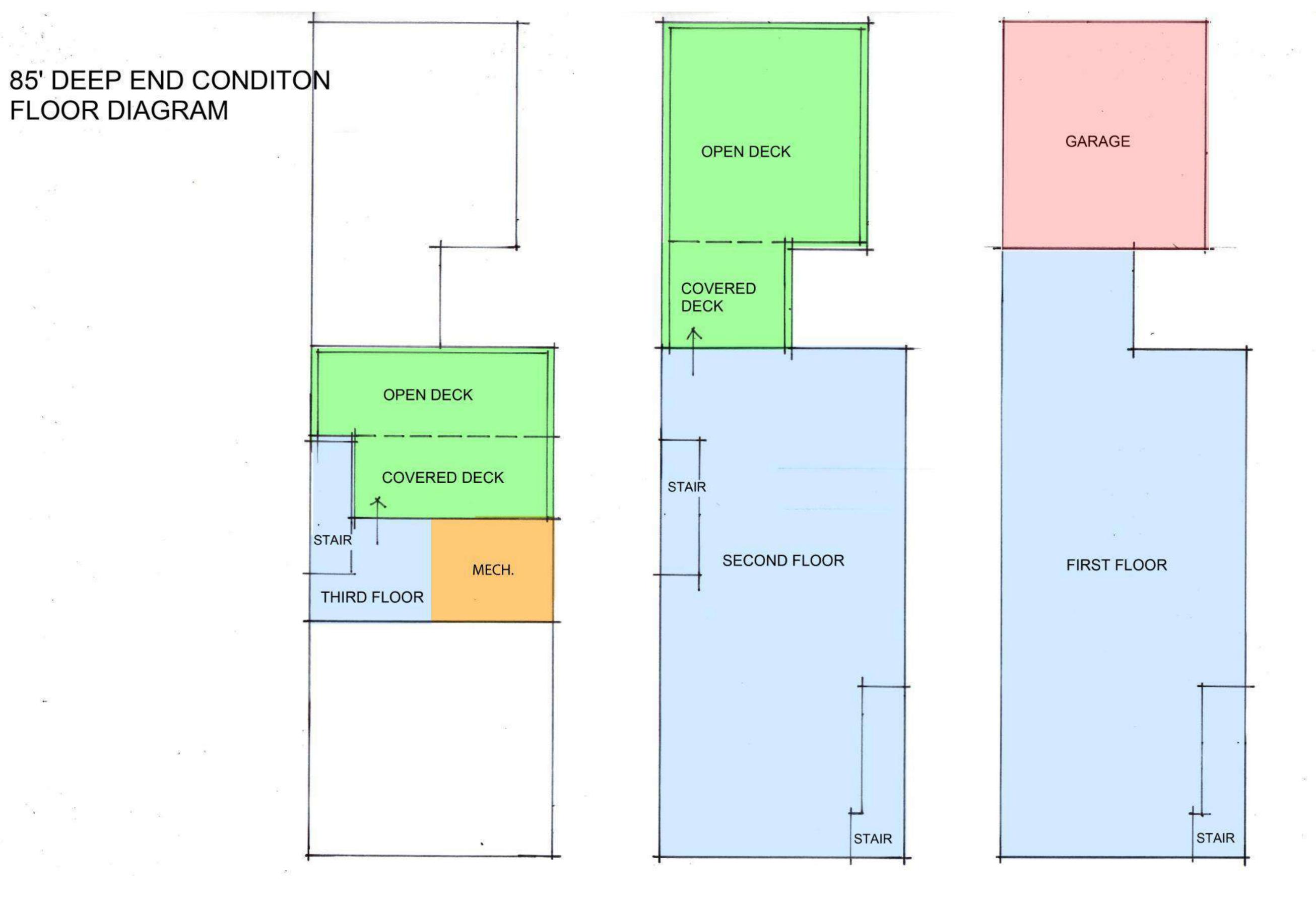
SCALE: 1/8" = 1'-0"



SQUARE FOOTAGES

VISTAS AT SILVERCREEK FM 423 & LITTLE ELM, TEXAS





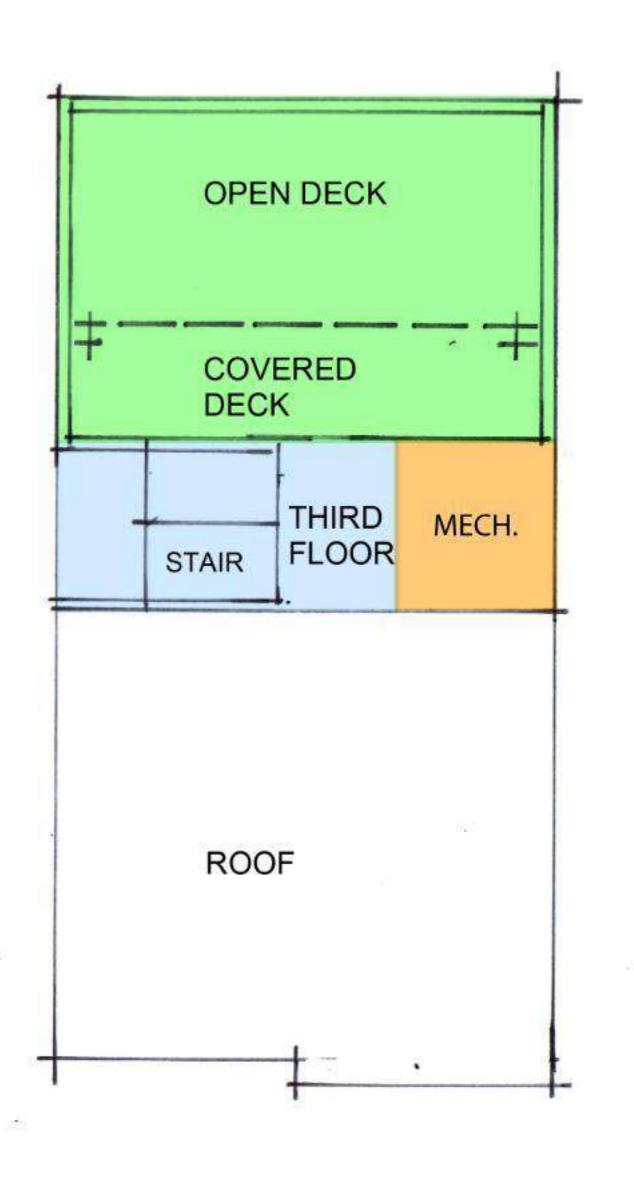
FM 423 PROPERTIES FRISCO, TX

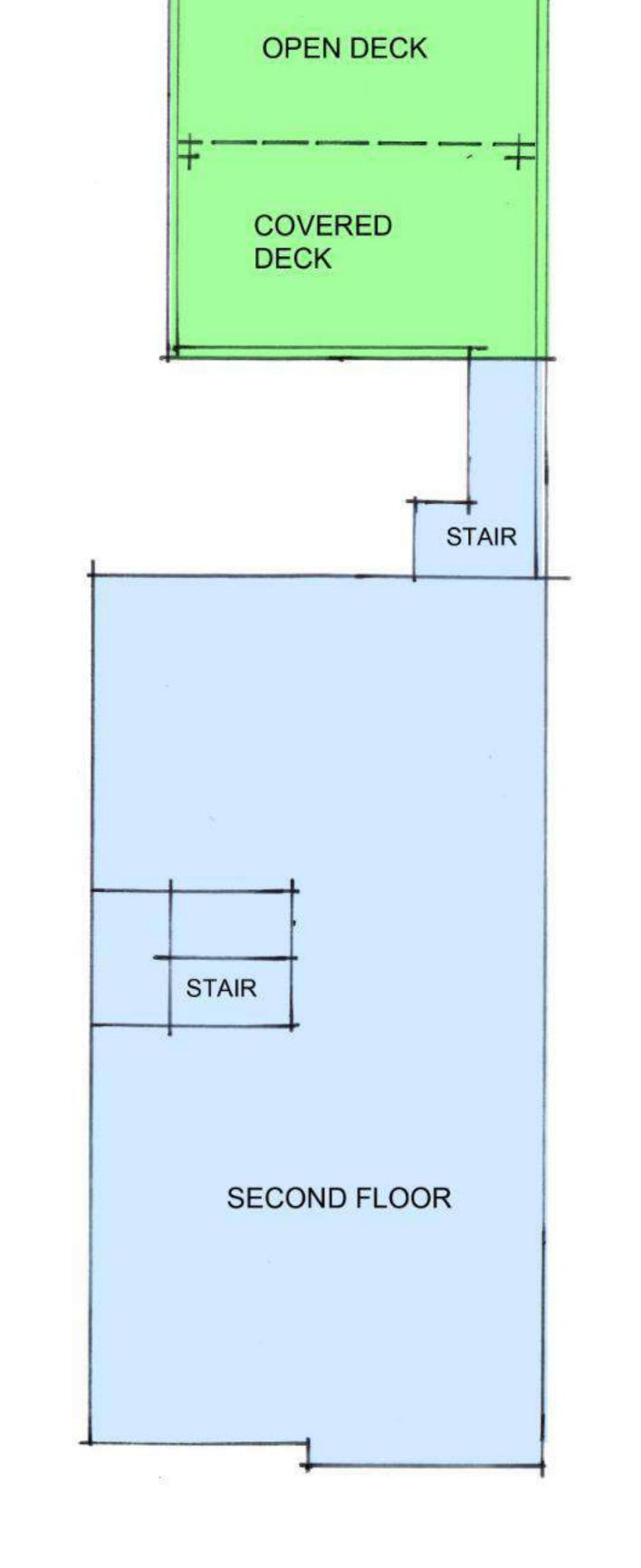
LITTLE ELM TOWNHOMES

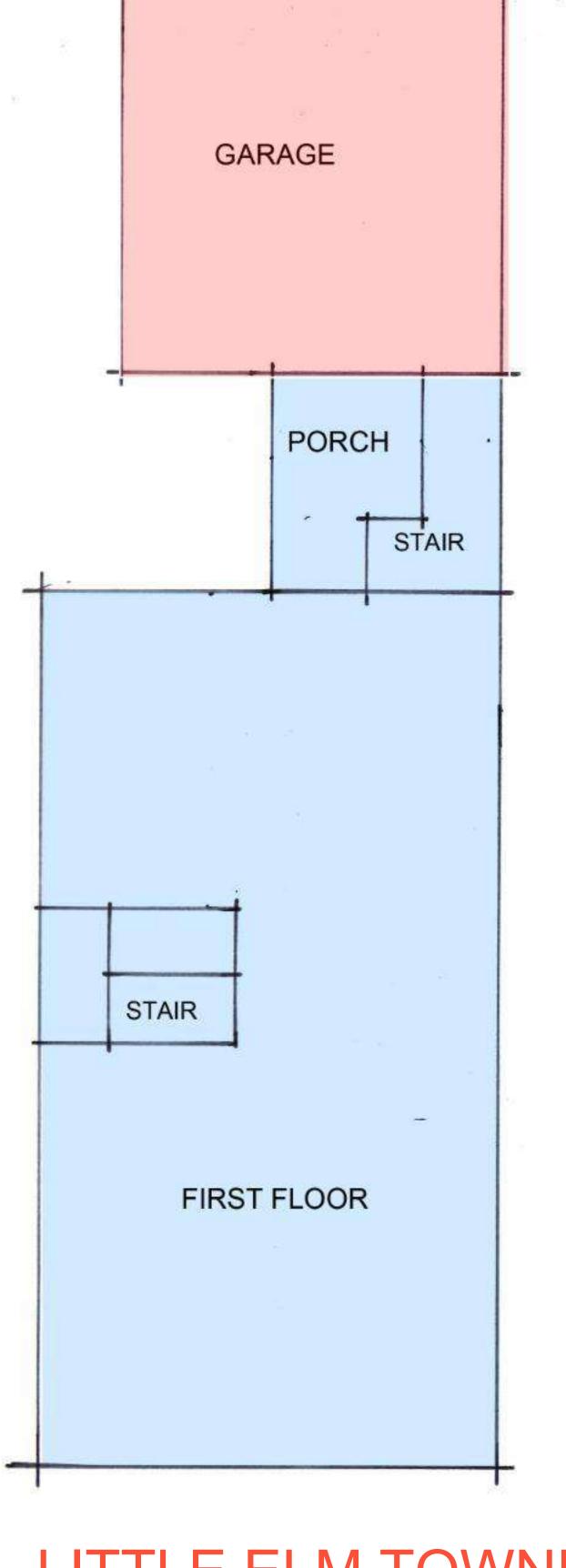
FM 423 & LITTLE ELM, TEXAS



# 85' DEEP MIDDLE CONDITION FLOOR DIAGRAM





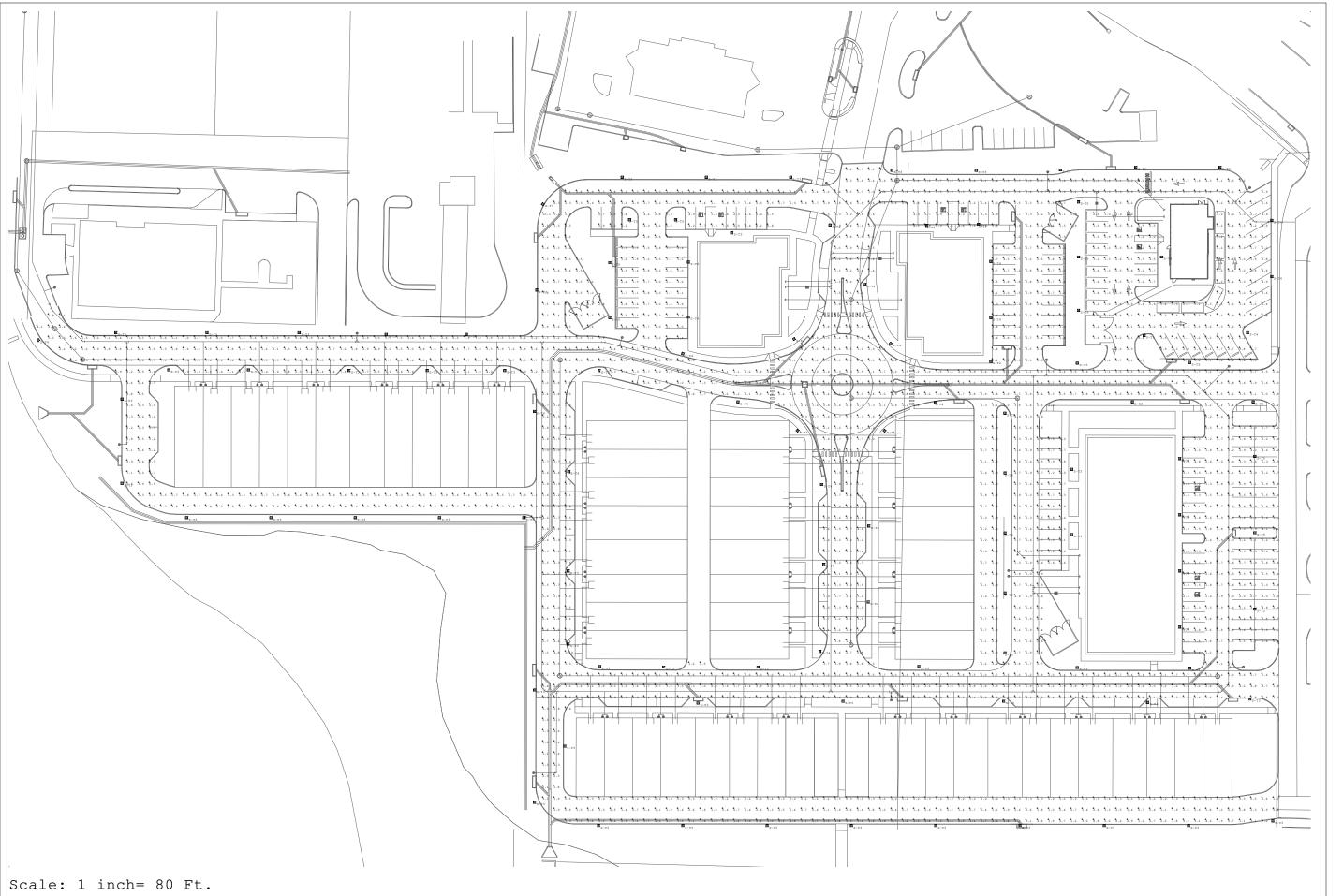


FM 423 PROPERTIES
FRISCO, TX

LITTLE ELM TOWNHOMES

FM 423 & LITTLE ELM, TEXAS







Vistas at Silver Creek Calculated By: Kevin Hooey	Calculated By: Kevin Hooey	C	Light Loss Factor 0.91	0.91
	Requested By:	alc	Calculation plane	0
		•		
	Date:11/2/2022	In	Reflectances	Y Y
	Scale: N/A	fo	Mounting height	14'

Page 1 of 2

#### **DISCLAIMER:**

These calculations have been performed according to IES standards and good practice. There may be differences between measured values and the results presented herin, based on the extent in which field conditions deviate from the input data. These conditions include room dimensions, luminaire position, surface reflectances, architectural elements and furniture, temperature, voltage, measurement techniques and equipment tolerances. All attached drawings and images are for photometric reference only they are not made for construction.

#### **AREA INFORMATION:**

Area label : Wall Height: Mounting Height: 14' Reflectences : NA

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Site Surface	Fc	2.23	10.1	0.2	11.15	50.50

Luminaire S	chedule						
Symbol	Qty	Label	[MANUFAC]	Description	Lum. Watts	Lum. Lumens	LLF
· ·	1	S-T2	Sternberg Lighting	ML660-16L40T2-MDL018-CA	78.5	7028	0.900
•	59	S-T3	Sternberg Lighting	ML660-16L40T3-MDL018-CA	78.4	6938	0.900
•	29	S-T4	Sternberg Lighting	ML660-16L40T4-MDL018-CA	78.3	6490	0.900
· b	19	S-T5	Sternberg Lighting	ML660-16L40T5-MDL018-CA	78.5	6996	0.900



ML660



ŀ				
	Comments			
	Date			
	#			
	Re	vis	sio	ns

	I/ C	. V I	SIU	•
	Calculated By: Kevin Hooey	Requested By:	Date:11/2/2022	

er Creek	Sternberg LTG-ML660_2
at Silver	-1G-
4	erg l
/istas	ernb
<b>&gt;</b>	S



#### ML660 MILLENIA SERIES



**EPA** 1.3 (ft<sup>2</sup>) WEIGHT 35 I BS

7 YEAR WARRANTY

LUMEN RANGE 2,065 to 7.820

LIFE SPAN L70 MINIMUM 100,000 HOLIRS

LISTED

CLICK FOR FAQ's



JOB NAME LITTLE ELM RESIDENCES

FIXTURE TYPE

**MEMO** 

#### **BUILD A PART NUMBER** ORDERING EXAMPLE: PT-ML660-12L40T3-MDL018-SV1-FHD-BLOC/4SQ12-.125/UGMT Mounting Option House Side Shield **Fixture** LED CCT **Distribution Type** Driver Lens **Option Fuse Finish** Config. Sheets Sheets

#### **Mounting Configuration**

(Click here to link to mounting configuration specification page)

• 3A90

3APT

- 1W • PT • 1A 1APT
- 2A
- ·2A90
- 2APT
- 3A
  - 4A 4APT

W = Wall Mount A = Arm Mount AM = Arm Mid-Mount

#### Fixture

• ML660

#### **LED**

• 24L • 16L • 12L

#### **CCT - Color Temperature (IK)**

• 27(00) • 30(00) • 35(00)

• T3

• 40(00) • 50(00)

#### Distribution Type

• T2



• T4

• T5

#### Driver

- MDL018<sup>1</sup> (120V-277V, 180mA)
- MDH018<sup>1</sup> (347V-480V, 180mA)
- MDL0142 (120V-277V, 140mA)
- MDH0142 (347V-480V, 140mA)
- MDL008<sup>3</sup> (120V-277V, 80mA)
- MDH0083 (347V-480V, 80mA)
- 116L or 12L system only.
- 2 241 or 121 system only
- ³ 12L system only.

#### Lens

#### • CA (Clear Acrylic)

- SV1 (Flat Soft Vue Light Diffused Acrylic)
- SV2 (Flat Soft Vue Moderate Diffused Acrylic)

#### Options (Click here to view accessories sheet)

- FHD<sup>4</sup> Double Fuse and Holder
- HSS External 120° House Side Shield
- BLOC Back Light Optical Control

#### Arm (Click here to view arm website page)

See Arms & Wall Brackets specification sheets.

·480

Pole (Click here to link to pole specification page) See Pole specification sheets.

#### **Finish**

• 1AM

2AM

#### Standard Urban Finishes (Click here to view paint finish sheet)

- UGMT Gun Metal Textured
- · UGM Gun Metal Matte
- UBT Urban Bronze Textured
- UB Urban Bronze Matte
- USLT Urban Silver Textured
- USL Urban Silver Matte
- UWHT Urban White Textured
- UWH Urban White Matte
- BIKT Black Textured

#### Custom Urban Finishes<sup>5</sup>

• CM Custom Match

<sup>5</sup>Smooth finishes are available upon request.

#### **Specifications**

#### **Fixture**

The medium scale ML660 Millenia® post top luminaire is a breakthrough in modern area lighting technology. Its new world urban design transcends traditional lighting convention by seamlessly interweaving form and function to yet another level. Our convective AAD™ "Advanced Air-flow Dynamics" maximizes heat sink expulsion to deliver unsurpassed thermal management for long-life LED performance and energy efficiency. Available with a myriad of options, the Millenia is perfect for commercial, institutional and municipal markets. The cast aluminum slipfitter slips a 3" OD x 3" tall tenon. The Luminaire shall be UL listed in US and Canada.

#### **LEDs**

The luminaire shall use high output, high brightness LED's. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be 100% recyclable; they shall also be protected from moisture and corrosion by a conformal coating. They shall not contain lead, mercury or any other hazardous

substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 5000K (4500K, 3000K, 3500K or 2700K option) color temperature with a minimum CRI of 70. Consult factory for custom color CCT. The luminaire shall have a minimum \_\_\_\_\_ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

The luminaire shall be provided with refractor type optics applied to each LED array. The luminaire shall provide Type \_\_\_ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IFSNA I M-79

BLOC Optic: An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire.

#### **Electronic Drivers**

The LED driver shall be U.L. Recognized. It shall be securely mounted inside the fixture, for optimized performance and longevity. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload, overheat and short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be a high efficiency driver with a THD less than 20% and a high power factor greater than .9. It shall be dimming capable using a 0-10v signal, consult factory for more information

See next page



800-621-3376 555 Lawrence Ave., Roselle, IL 60172 contactus@sternberglighting.com www.sternberglighting.com

<sup>&</sup>lt;sup>4</sup>Ships loose for installation in base

### **ML660 MILLENIA SERIES**



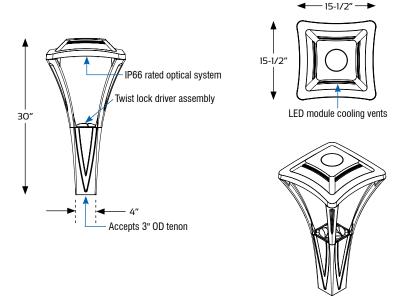
#### Warranty

Seven-year limited warranty. See product and finish warranty guide for details.

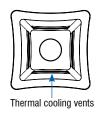
#### **Finish**

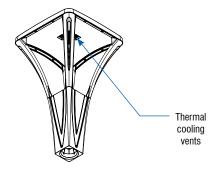
Refer to website for details.

#### **Fixtures**

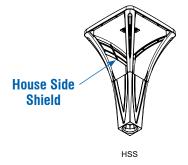


#### **Features**





#### **Options**





## **ML660 MILLENIA SERIES**



#### Performance (Based on CA Lens)

MODEL #	T2 LUMENS	BUG	EFFICACY (LPW)	T3 LUMENS	BUG	EFFICACY (LPW)	T4 LUMENS	BUG	EFFICACY (LPW)	T5 LUMENS	BUG	EFFICACY (LPW)	WATTS
24L40TMDL014	8400	B2U0G2	95.5	8410	B2U0G2	95.6	7925	B2U0G2	90.1	8510	B3U0G1	96.7	88
24L30TMDL014	8010	B2U0G2	91.0	8020	B2U0G2	91.1	7555	B2U0G2	85.9	8115	B3U0G1	92.2	88
24L27TMDL014	7240	B2U0G2	82.3	7250	B1U0G1	82.4	6830	B1U0G1	77.6	7335	B2U0G1	83.4	88
16L40TMDL018	6930	B2U0G1	87.7	6880	B1U0G1	87.1	6460	B1U0G1	81.8	6960	B2U0G1	88.1	79
16L30TMDL018	6605	B2U0G1	83.6	6560	B1U0G1	83.0	6160	B1U0G1	78.0	6635	B2U0G1	84.0	79
16L27TMDL018	5975	B1U0G1	75.6	5930	B1U0G1	75.1	5570	B1U0G1	70.5	6000	B2U0G1	75.9	79
12L40TMDL018	5155	B1U0G1	85.9	5140	B1U0G1	85.7	4900	B1U0G1	81.7	5170	B2U0G2	86.2	60
12L30TMDL018	4915	B1U0G1	81.9	4900	B1U0G1	81.7	4670	B1U0G1	77.8	4930	B2U0G2	82.2	60
12L27TMDL018	4445	B1U0G1	74.1	4430	B1U0G1	73.8	4225	B1U0G1	70.4	4455	B2U0G2	74.3	60
12L40TMDL014	4235	B1U0G1	92.1	4270	B1U0G1	92.8	4035	B1U0G1	87.7	4250	B2U0G2	92.4	46
12L30TMDL014	4040	B1U0G1	87.8	4070	B1U0G1	88.5	3845	B1U0G1	83.6	4050	B2U0G2	88.0	46
12L27TMDL014	3650	B1U0G1	79.3	3680	B1U0G1	80.0	3480	B1U0G1	75.7	3665	B2U0G1	79.7	46
12L40TMDL008	2585	B1U0G1	95.7	2635	B1U0G1	97.6	2475	B1U0G1	91.7	2600	B1U0G1	96.3	27
12L30TMDL008	2465	B1U0G1	91.3	2510	B1U0G1	93.0	2360	B1U0G1	87.4	2480	B1U0G1	91.9	27
12L27TMDL008	2230	B1U0G1	82.6	2270	B1U0G1	84.1	2135	B1U0G1	79.1	2240	B1U0G1	83.0	27

#### CDLED2W-20W-WW930-K





Cylinders are a complete design solution. They are available in various sizes, mounting options, colors and beam angles, and suitable for indoor/outdoor use.

Color: Matte black Weight: 2.6 lbs

Project:	Туре:
Prepared By:	Date:

Driver Info	0	LED Info				
Type	Constant Current	Watts	20W			
120V	0.18A	Color Temp	3000K (Warm)			
208V	0.11A	Color Accuracy	93 CRI			
240V	0.10A	R9	62			
277V	0.09A	L70 Lifespan	50,000			
Input Watts	21.10W	Lumens	1,170			
		Efficacy	55.5 LPW			

#### **Technical Specifications**

#### Listings

#### **UL Listed:**

Suitable for wet locations

#### IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### **Electrical**

#### Driver:

Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.18A, 208V: 0.11A, 240V: 0.10A, 277V: 0.09A

#### **Dimming Driver:**

0 - 10V (at 120-277V), TRIAC and ELV (at 120V only)

#### THD:

13.2% at 120V, 20.5% at 277V

#### Power Factor:

98.3% at 120V, 88.1% at 277V

#### **Optical**

#### Optics:

Wall Wash

#### **LED Characteristics**

#### Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

#### LEDs:

Long-life, high-efficacy, surface-mount LEDs

#### Color Stability:

LED color temperature is warrantied to shift no more than 200K in color temperature over a 5year period

#### Construction

#### **Cold Weather Starting:**

The minimum starting temperature is -30°C (-22°F)

#### **Maximum Ambient Temperature:**

Suitable for use in 40°C (104°F)

#### Lens

TIR-Polycarbonate (Total Internal Reflection)

#### Reflector:

Vacuum-metalized polycarbonate

#### Housing:

Extruded aluminum

#### Mounting:

Wall direct/indirect light

#### Gaskets:

High-temperature silicone

#### Green Technology:

Mercury and UV free. RoHS-compliant components.

#### Finish:

Formulated for high durability and long-lasting color

#### Other

#### Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at <a href="mailto:rable-n

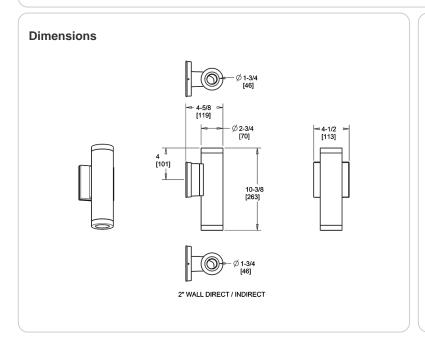


#### **Technical Specifications (continued)**

#### Other

#### **Buy American Act Compliance:**

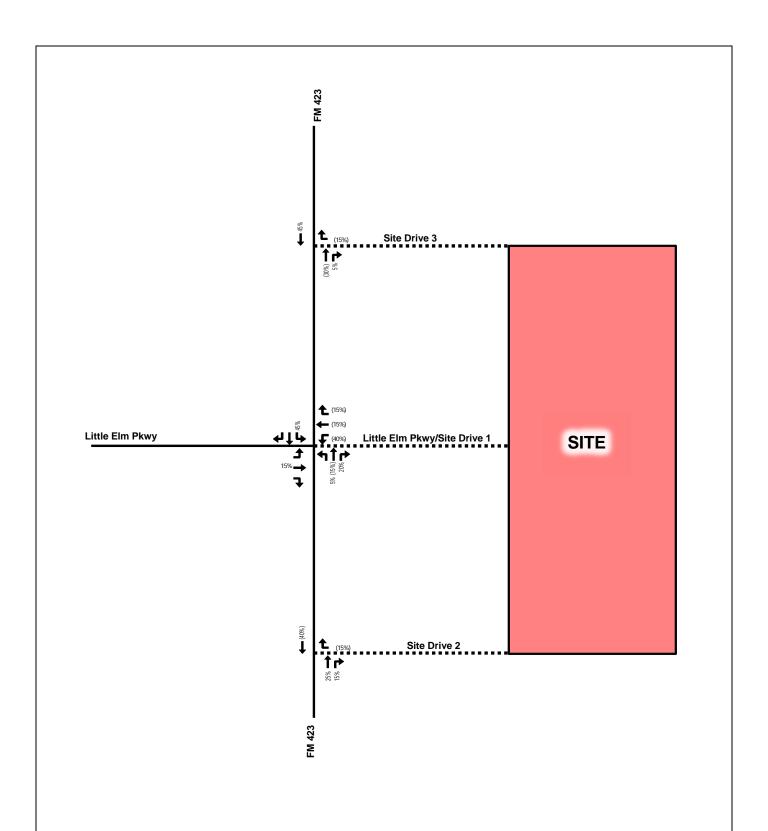
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.



#### **Features**

Sleek, contemporary, architectural-grade design Universal dimming driver (TRIAC, ELV and 0-10V) 50,000-Hour LED lifespan

dering Ma	atrix					
Family	Size	Mounting	Wattage	Optic	CRI/Color Temp	Finish
CDLED	2	W	- 20W -	WW	930	-   K
	<b>2</b> = 2"	WD = Wall Direct (Downlight) Only	<b>10W</b> = 10W	<b>20D =</b> 20°	<b>927 =</b> 90 CRI, 2700K	W = Matte White
	<b>4</b> = 4"	WU = Wall Indirect (Uplight) Only	<b>20W =</b> 20W	<b>30D =</b> 30°	<b>930 =</b> 90 CRI, 3000K	K = Matte Black
	<b>6</b> = 6"	W = Wall Direct/Indirect	<b>26W =</b> 26W	<b>40D =</b> 40°	935 = 90 CRI, 3500K	S = Matte Silve
		(Downlight/Uplight)	<b>40W</b> = 40W	<b>50D =</b> 50°	940 = 90 CRI, 4000K	<b>Z</b> = Bronze
		S = Surface (Ceiling Mount)		<b>80D =</b> 80°	950 = 90 CRI, 5000K	
		PC = Pendant Cord 48" Standard PS = Pendant Stem		WW = Wall Wash	, , , , , , , , , , , , , , , , , , , ,	



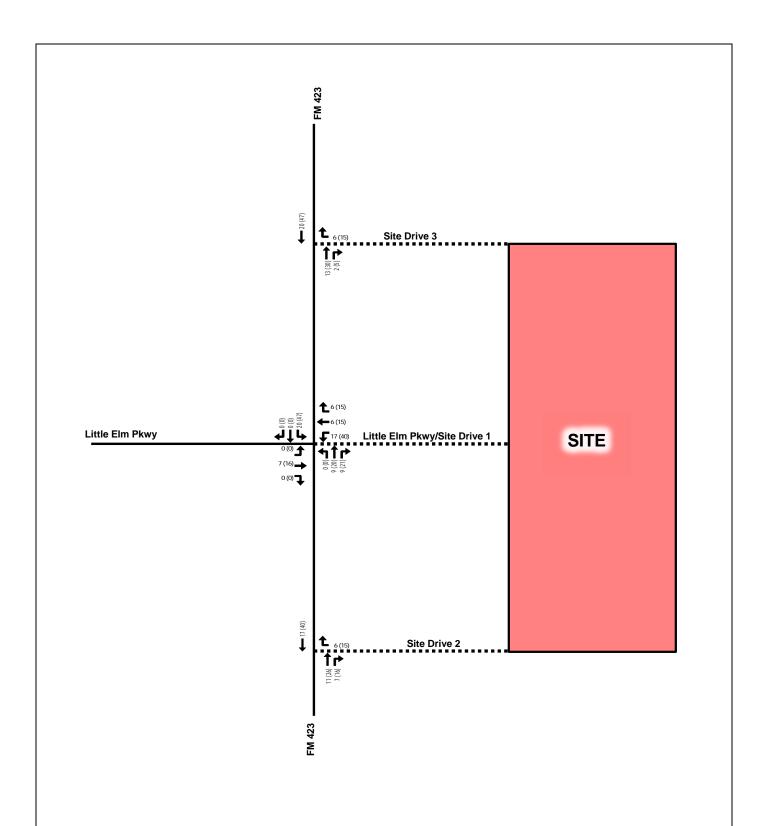
#### **EXHIBIT 1**

Trip Distribution and Traffic Assignment FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X% (Y%)
X% = Percentage of Inbound Site-Generated Traffic
(Y%) = Percentage of Outbound Site-Generated Traffic





#### **EXHIBIT 2**

Site-Generated Traffic Volumes FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X (Y)
X = Weekday AM Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis



## FM 423 and Little Elm Pkwy - Little Elm, Texas Trip Generation

Land Uses	Amount	Units	ITE Code	Daily One-Way	On	M Peak Hour ne-Way Trips		PM Peak Hour One-Way Trips		
				Trips	IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Attached Housing	56	DU	215	403	8	19	27	18	14	32
Strip Retail Plaza (<40k)	30,449	SF	822	1,515	36	24	60	86	86	172

#### **Development Totals**

•							
Raw Trip Generation Total:	1,918	44	43	87	104	100	204
Internal Capture Total:	0	0	0	0	0	0	0
External Trips:	1,918	44	43	87	104	100	204
0% Multimodal Reduction	0	0	0	0	0	0	0
Total Net New External Vehicle Trips:	1,918	44	43	87	104	100	204

Trip Generation rates based on *ITE's Trip Generation Manual*, 11<sup>th</sup> Edition.

#### Exhibit A

#### Metes and Bounds

**BEING** a tract of land situated in the William McFadden Survey, Abstract No. 893, and the Christian Borhmann Survey, Abstract No. 86, Town of Little Elm, Denton County, Texas, and being all of Lot 2R, Block 1, Replat of the Little Elm Landscape Center Lot 2R, Block 1, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-2266, Plat Records, Denton County, Texas (P.R.D.C.T.), and being all of Lot 4, Block 1, Replat of the Little Elm Landscape Center, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 707, P.R.D.C.T., and being all of a called 2.207 acre tract of land designated as "Tract I" in a Special Warranty Deed to HRK Realty, LLC, recorded in Document No. 2018-73726, Official Records, Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with red plastic cap stamped "SCI" found at the southwest corner of said Lot 4, Block 1, and the southeast corner of Lot 2, Block A, QT 920 Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2012-158, P.R.D.C.T., and being in the north line of Lot 1, Block 1, Victory at Creekside Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2016-193, P.R.D.C.T.;

**THENCE** North 02°58'51" West, with the east line of said Lot 2, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 301.34 feet, the northeast corner of said Lot 2, Block A, same being the southeast corner of Lot 1, Block A of said QT 920 Addition, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 4, Block 1, passing at a distance of 342.13 feet, a 1/2" iron rod found at the northwest corner of said Lot 4, Block 1, same being at the southwest corner of said Lot 2R, Block 1, and continuing with the east line of said Lot 1, Block A, and the west line of said Lot 2R, Block 1 for a total distance of 677.18 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set (hereinafter called 5/8" iron rod set) at the northwest corner of said Lot 2R, Block 1, and being at the southwest corner of Lot 1R, Block 1 of said Replat of the Little Elm Landscape Center;

**THENCE** North 88°36'10" East, with the north line of said Lot 2R, Block 1, and the south line of said Lot 1R, Block 1, a distance of 602.87 feet to a 5/8" iron rod set at the northeast corner of said Lot 2R, Block 1, and the southeast corner of said Lot 1R, Block 1, and being in the west line of Lot 44, Block B, Eldorado Estates, Phase IV, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 830, P.R.D.C.T.;

**THENCE** South 01°23'50" East, with the east line of said Lot 2R, Block 1, and the west line of said Lot 44, passing at distance of 344.30 feet, the southeast corner of said Lot 2R, Block 1, same being the northeast corner of said Lot 4, Block 1, and continuing with the east line of said Lot 4, Block 1, and the west line of said Lot 44 for a total distance of 685.86 feet to a point for corner

at the southeast corner of said Lot 4, Block 1, same being the southwest corner of said Lot 44, and being in the north line of a called 9.3361 acre tract of land described in a Special Warranty Deed to Tarrant Assurance Residential Limited Partnership, recorded in Document No. 2011-41820, O.R.D.C.T.;

**THENCE** South 89°28'47" West, with the south line of said Lot 4, Block 1, and the north line of said 9.3361 acre tract, a distance of 260.84 feet to a 5/8" iron rod set at the northwest corner of said 9.3361 acre tract, same being the northeast corner of the aforementioned 2.207 acre tract;

**THENCE** South 01°00'13" East, with the west line of said 9.3361 acre tract and the east line of said 2.207 acre tract, a distance of 471.91 feet to a point in a creek at the southeast corner of said 2.207 acre tract;

**THENCE** South 66°54'51" West, with the south line of said 2.207 acre tract, a distance of 205.97 feet to a point for corner in said creek, same being the southeast corner of Lot 4, Block 1, of the aforementioned Victory at Creekside Addition;

**THENCE** North 00°17'34" West, with the east line of said Lot 4, passing at a distance of 110.85 feet, the northeast corner of said Lot 4, same being the southeast corner of Lot 3, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 3, passing at a distance of 394.20 feet, the northeast corner of said Lot 3, same being the southeast corner of Lot 1, Block 1, of said Victory at Creekside Addition, and continuing with the east line of said Lot 1 for a total distance of 552.58 feet to a 1/2" iron rod found at the northeast corner of said Lot 1;

**THENCE** South 88°48'19" West, with the north line of said Lot 1, Block 1, a distance of 139.37 feet to the POINT OF BEGINNING and containing a computed area 499,986 square feet or 11.4781 acres of land.

# **VISTAS AT SILVERCREEK**

# PLANNED DEVELOPMENT REGULATIONS

**DATE: NOVEMBER 2022** 

# PREPARED BY:



13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700

DALLAS, TEXAS 75240

972-770-1300

TBPE FIRM # 928

# VISTAS AT SILVERCREEK PLANNED DEVELOPMENT DISTRICT STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 11.48 total acres of land within the Town of Little Elm, more fully described on the legal description attached as Exhibit A (the "Property"). The planned development ("PD") will allow for a community of residential townhomes, significant open space within the community, and a mixture of light commercial uses to enhance the community. These elements will contribute to a high-quality mixed-use development that enhances the natural characteristics of the property, while still providing the highest and best use for the property based on its location and access to major roadways. In order to continue to promote growth and identity of the Town's overall commercial sector, as well as this area specifically, importance is placed on the provision of the commercial component of this project. Therefore, at least two (2) of the four (4) commercial use buildings shown on the Concept Plan attached hereto as Exhibit C shall be under construction prior to building permit approval of any of the townhome lots. This PD will provide the zoning regulations, as depicted in Exhibit B, necessary to develop the site. The final layout must generally conform to Exhibit C.

It is the intent of this PD to primarily follow the Light Commercial (LC) and Townhome (TH) zoning regulations as the base districts, with modified development standards as outlined within this PD ordinance, therefore amending the existing Town of Little Elm, Texas zoning map. 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 otherwise defined in this Agreement. Uses and development regulations specifically modified, designated, or included in this PD shall not be subject to amendment after the date of the 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 this PD shall be controlled by the "Zoning Ordinance", unless the context provides to the contrary.

As used herein, "Director" means the Director of Development Services.

# **Project Location**

The proposed PD is located east of the intersection of FM 423 and Little Elm Parkway. Legal descriptions (Exhibit A), a zoning exhibit (Exhibit B) and a site plan (Exhibit C) have been provided.

The property is surrounded by light commercial uses to the north, west, and south, and single-family residential use to the east. This PD will provide the opportunity to develop the following:

- Townhome (TH) zoning with a maximum of 56 townhome lots with a typical lot size of twenty-five (25) feet wide and, between, seventy-five (75) to one hundred (100) feet deep.
- Light Commercial (LC) zoning with a maximum of 4 buildings at varying lot sizes.

# **EXHIBIT B**

# PLANNED DEVELOPMENT DISTRICT STANDARDS

# **GENERAL CONDITIONS FOR PD-TH:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Townhome district is to allow an owner-occupied townhome neighborhood with integrated open space on a portion of the property. The statement that the townhomes are owner-occupied shall not preclude an owner from renting or leasing their townhome in accordance with the Town's Rental Property Registration or Short-Term Rental Registration processes.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in section 106.05.01(a), "schedule of uses residential."
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Townhome (TH) zoning district, unless otherwise specified herein.
- 4) On-Street Parking. Parallel parking shall be provided along the curb adjacent to the front façade of the townhomes, or in the right-of-way, and can be counted toward the minimum number of parking spaces required per unit and toward the parking requirements for the commercial component of the development, as outlined within Exhibit C.
- 5) Front Door Entry. The front door entry shall be located a minimum of 6 inches above the sidewalk elevation and include a minimum 20 square foot stoop. If pre-empted by topographic conditions, the entry may be lowered in elevation, subject to approval of the Director. However, up to 50 percent of units may be ADA accessible from the sidewalk provided there is a landscaped area separating the private area from the public sidewalk area.

# 6) Height and Area Regulations.

- a. The townhome component of the Vistas at Silvercreek will be platted in accordance with the Town's Subdivision Ordinance.
  - i) If the individual dwelling units of the townhome component of Vistas at Silvercreek are not platted into individual residential lots, the reference to setbacks shall be used as building separation from other buildings and from the private street or alley. The height of the buildings, the minimum dimensions of the buildings, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards – Not Platted Individually			
Maximum height	45'		
Maritim on height adiana dia Ciana Fauril	271		
Maximum height adjacent to Singe-Family	37'		
Minimum front yard setback			
(Measured from front of building to back of curb) <sup>1</sup>	12'		
Maximum front yard setback			
(Measured from front of building to back of curb) <sup>1</sup>	20'		
Minimum side yard setback			
(Measured between buildings)	10'		
Minimum side yard setback on corner			
(Measured from building to back of curb)	10'		
Minimum rear yard setback			
(Measured from building to adjacent alley or private street)	0'		
Minimum rear fence setback			
(Measured from adjacent alley or private street)	5'		
Minimum dwelling width	25'		
Minimum dwelling depth	60'		
Maximum block length	600'		
Minimum number of garage spaces per unit <sup>2</sup>	2		
Number of other parking spaces per unit	0.3		

*Note 1.* Required front entry stoops can be located within the front yard setback. *Note 2.* Garages may not be used for living quarters.

ii) If the individual dwelling units of the townhome component of Vistas at Silvercreek are platted into individual residential lots, the height of the buildings, the minimum lot dimensions, setbacks, and the minimum parking requirements shall be as follows:

TH Townhome District Development Standards		
Maximum height	45'	
Maximum height adjacent to Singe-Family	37'	
6 Minimum front yard setback <sup>1</sup> 5'		
Maximum front yard setback <sup>1</sup>	12'	
Minimum side yard setback	5'	
15 Minimum side yard setback on corner	0'	
20 Minimum rear yard setback	0'	
Minimum rear fence setback	5'	
Minimum lot width (at building line)	25'	
Minimum lot depth	70'	
100 Maximum block length	600'	
Minimum number of garage spaces per unit <sup>2</sup>	2	
Number of other parking spaces per unit <sup>3</sup>	0.3	

- *Note 1*. Required front entry stoops can be located within the front yard setback.
- Note 2. Garages may not be used for living quarters.
- 7) Conceptual plan required. The Concept Plan attached hereto as Exhibit C, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 106.04.03, except the Director may approve minor revisions which do not alter the basic relationship of the proposed development.

# 8) Landscape and Screening Requirements.

- a. Front yard landscape zones. Three zones are required between back of curb and the building line, as described below:
  - (1) Streetscape zone (1). A minimum five-foot-wide area adjacent to the back-of-curb for trees and street furniture. An urban tree shall be provided for every 50 feet in the streetscape zone. For every three urban trees, a bike rack, trash receptacle, bench, lighted bollard, or other approved street furniture is required. The five-foot-wide area adjacent to

the back-of-curb may be omitted, except along the main drive aisle, west to east, as long as urban trees are still being provided at a distance not to exceed 3 parallel parking stalls.

- ii) Sidewalk zone (2). A minimum six-foot-wide clear sidewalk.
- iii) Landscape zone (3). A minimum four-foot landscape/patio area adjacent to the building. In order to differentiate the different zones (public v. private) of the sidewalk, townhome may construct a three-foot-high wrought iron, masonry, or cast stone fence. Balcony and patio railings and fences shall be largely transparent and constructed of tempered glass, wrought iron or metal. Masonry columns may be used on patios provided that they are used as accents. Wood fences and railings and chain-link fencing are prohibited.
- b. Rear yard setback landscaping. Where a rear building setback is provided, one urban tree is required. Townhomes having rear garage entry from an alley, rear yard setback landscaping is not required.
- c. A 10' trail connection shall be provided by the townhome developer to the southeast corner of the easterly adjacent property owned by the Town of Little Elm. The connection of the proposed trail to the existing trail at the south end of Crestridge Drive shall be provided by the townhome developer or funded through an escrow account at an amount agreed to between the Town of Little Elm and townhome developer.
- d. Tree mitigation plan is included within Exhibit C.
- e. Screening will be provided along the eastern boundary of the development, adjacent to Town-owned open space, in the form of 8' masonry, wrought iron, and/or landscaping, as reviewed and approved by the Director.
- f. All other landscaping and screening 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.
- 9) Homeowners Association. A Homeowners' Association (HOA) or associations will be established for the development. Dedicated open space, required landscape, and parkway areas, retaining walls, and screening walls will be owned and maintained by the HOA.
- 10) Open Space Requirements. A minimum of ten percent (10%) of the area dedicated to townhome use shall be devoted to open space.

- 11) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.04 Architectural standards for multifamily structures (including townhomes and patio homes), shall be met unless otherwise stated herein.
  - a. Minimum Masonry Requirement. Exterior facades will be at least 85% masonry (brick and stone) on the ground floor. Exterior facades for all floors above, in total, must be at least 50% (brick and stone), with the rest allowed as large format masonry panels (Nichiha or equal).
  - b. Garage Doors will be painted or stained cedar wood doors.
  - c. Front entry doors to the home shall be 8' in height.
  - d. The architectural exhibits provided in this PD, depicting the exterior facades of the townhomes, are incorporated herein to demonstrate the elevations to be constructed. Minor variations that do not significantly alter the intent of these exhibits may be administratively approved at the discretion of the Director.

## **GENERAL CONDITIONS FOR PD-LC:**

- 1) <u>Purpose.</u> The purpose of the Planned Development Light Commercial district is to allow the commercial component of the mixed-use development, in the form of four commercial/retail buildings on individual commercial lots cohesively tying into the overall development framework.
- 2) <u>Use Regulations.</u> 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 or more of the uses specified in Section 106.05.01(b), "Schedule of Uses Nonresidential"
- 3) <u>Base Zoning District.</u> The permitted uses and standards shall be in accordance with the Light Commercial (LC) zoning district, unless otherwise specified herein.
- 4) Height and Area Regulations.
  - a. The commercial buildings of Vistas at Silvercreek will be platted into individual commercial lots. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area shall be as follows:

LC Light Commercial District Development Standards				
Maximum height 60'				
Minimum front yard setback	10'			
Maximum front yard setback	30'			
Minimum side yard setback	No minimum			
Minimum side yard setback adjacent to residential	20'			
Minimum rear yard setback	No minimum			
Minimum rear yard setback adjacent to residential	35'			
Minimum lot width	50'			
Minimum lot area	0.75 acres			

- 5) <u>Architectural Standards.</u> All applicable provisions of Sec. 106.06.05 Architectural Standards for Commercial Structures (Includes Office, Retail, Commercial, Mixed Use, etc.), shall be met unless otherwise stated herein.
  - i) Large format masonry panels (Nichiha or equal) not to exceed 25% per façade.
  - ii) Metal not to exceed 25% per façade on Lot 1.

- 6) <u>Parking standards.</u> All applicable provisions of Division 4. Parking, Stacking, And Loading Standards, shall be met unless otherwise stated herein.
  - i) Minimum dimensions for standard parking space: 9 feet by 20 feet
  - ii) Minimum dimensions for a parallel parking space: 8 feet by 22 feet.
  - iii) An established parking ratio of 1 space per 200 square feet of floor area shall be applicable to all commercial uses. Parking requirements per building can be met by utilizing spaces from other lots within the PD area, including excess street parking within the townhome component, so long as the total parking provided allows each building to meet the established parking ratio. The overall parking requirement shall be calculated based on a combined commercial square footage within the PD area.
  - iv) Infrastructure for electric charging stations. Infrastructure for one electric charging station shall be provided for each 25 parking spaces or fraction thereof on the commercial lots.
  - v) Drive-Thru Design Standards Specific to Lot 2.
    - (1) Drive-thru windows shall not be oriented such that they face a public right-of-way. If a quick serve restaurant is to provide a window for preordered pick-up purposes only, the pick-up window may face a public right of way, provided the pick-up window façade has a storefront appearance. The façade shall incorporate architectural requirements for a commercial storefront per section 106.06.05 and is subject to staff approval.
    - (2) If drive-thru windows are proposed for other lots, then the current, at the time of request, Town of Little Elm entitlement process shall be followed.
- 7) Commercial Landscape and Screening Requirements.
   All applicable provisions of Sec. 106.06.18 Commercial Landscape Requirements

and Sec. 106.06.31 - Screening, shall be met unless otherwise stated herein.

i) Parking lot island spacing. Planting islands shall be provided every 10 parking stalls, with the exception of Lot 1. Lot 1 parking islands shall not exceed 13 spaces between islands south of commercial Building 1, or 11 spaces between islands on the north side of commercial Building 1.

- 8) <u>Signage.</u> All applicable provisions of Chapter 86 Sign Ordinance, shall be met unless otherwise stated herein.
  - a. Up to 4 monument signs may be provided within the limits of the PD area.
  - b. Monument sign locations shall generally conform to the locations shown on the site plan in Exhibit B, or in a location approved by Town staff.
  - c. Monument signs shall be a maximum of 8' in height and 12' in length.
  - d. Monument signs may be multi-tenant signs that include some or all of the tenants within the overall mixed-use development of Vistas at Silvercreek.

## WAIVERS FOR PD:

# Townhome District:

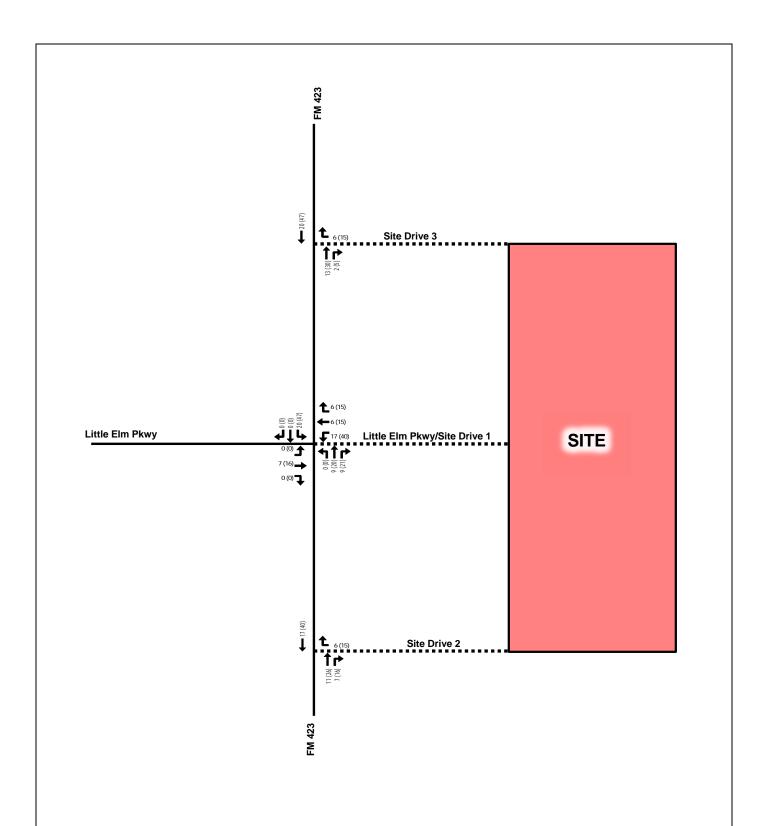
- 1. Waiver to establish townhome area requirements based on buildings, dwelling units, and site improvements, not on individual platted lots. Requirements as listed above in Exhibit B.
- 2. Waiver to omit street zone 1 where sidewalk is adjacent to back of curb.
- 3. Waiver to decrease side yard at corner building to 10 feet and omit street zones referenced in Exhibit B.
- 4. Waiver to increase distance between urban trees in street zone 1 to 50'.
- 5. Waiver to reduce landscape zone 3 to 4'.
- 6. Waiver to reduce front door entry to be a minimum of 6" above sidewalk elevation and include a 20 square foot stoop.
- 7. Waiver to omit 62-foot right-of-way where streets are adjacent to townhomes.

# **Light Commercial district:**

- 1. Waiver to reduce minimum light commercial lot area to 0.75 acres.
- 2. Waiver to establish a commercial parking ratio of 1 space per 200 square feet of floor area for all uses.
- 3. Waiver to reduce the front yard setback for light commercial lots to 10'.
- 4. Waiver to reduce standard parking space width to 9'.
- 5. Waiver to allow a quick serve pick-up window to face public right-of-way on Lot 2 only.
- 6. Waiver to allow 13 spaces between islands behind commercial Building 1, and 11 spaces between islands within the double head in row of parking in front of commercial Building 1

# **Exhibit C**

Plans and Images



# **EXHIBIT 2**

Site-Generated Traffic Volumes FM 423 and Little Elm Pkwy - Little Elm, Texas



LEGEND:
X (Y)
X = Weekday AM Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis



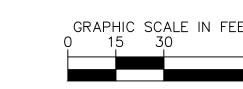
# FM 423 and Little Elm Pkwy - Little Elm, Texas Trip Generation

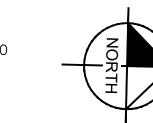
Land Uses	Amount	Units	ITE Code	Daily One-Way	On	l Peak Ho e-Way Tr			l Peak He e-Way Ti	
				Trips	IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Attached Housing	56	DU	215	403	8	19	27	18	14	32
Strip Retail Plaza (<40k)	30,449	SF	822	1,515	36	24	60	86	86	172

# **Development Totals**

•							
Raw Trip Generation Total:	1,918	44	43	87	104	100	204
Internal Capture Total:	0	0	0	0	0	0	0
External Trips:	1,918	44	43	87	104	100	204
0% Multimodal Reduction	0	0	0	0	0	0	0
Total Net New External Vehicle Trips:	1,918	44	43	87	104	100	204

Trip Generation rates based on *ITE's Trip Generation Manual*, 11<sup>th</sup> Edition.





PRELIMINARY FOR REVIEW ONLY
NOT FOR CONSTRUCTION PURPOSES

Kimley » Horn

EXHIBIT **TRAIL** 

SHEET NUMBER EX

Know what's **below.**Call before you dig. EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.



**Date:** 12/20/2022

**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 Public Hearing, Discuss, and Consider Action on Ordinance No. 1696 Regarding a Request to Rezone Approximately .79 acres of Land, Currently Zoned as Planned Development - Light Commercial (PD-LC) Through Ordinance No. 1643, Generally Located at 1728 E Eldorado Pkwy, on the North Side of Eldorado Parkway, Approximately 300 Feet from Preston on the Lake Boulevard, within Little Elm's Town Limits, in Order to Amend the Existing Development Plans.

Open Public Hearing:
Receive Public Comments:
Close Public Hearing:
Take Action on Ordinance No. 1696:

## **DESCRIPTION:**

**Location.** Generally located at 1728 E Eldorado Pkwy, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits.

**Background.** Subject property consists of an undeveloped land bound to the west by an existing retail property, which is owned by Roma's Pizza and Pasta, and to the east by Town-owned property. In order to make a commercial development financially feasible, the property owner, went through a rezoning request in October 2021 to received relief from several requirements of Chapter 106, Zoning Ordinance. The property is now zoned Planned Development - Light Commercial (PD-LC), through Ordinances No. 1643, based on the Light Commercial district regulations with modified standards. Additionally, due to the driveway spacing limitations, in order to make the proposed development meet the two access points requirement, the property owner was required to work out an agreement with the adjacent property owners, on either side of the subject property, to establish access easements.

Ordinance No. 1643 stipulates that the property has relief from the 25-foot front landscape buffer requirement to provide continuity with the adjacent property to the west, and eight foot masonry screening wall along the back of the property due to the 225-foot deep wooded green space

adjacent to the single-family subdivision, but indicates that all other landscaping requirements shall be met. The Ordinance also allows parking spaces to be 9 foot by 20 foot and a single dumpster enclosure, matching the adjacent existing commercial properties. The approved site plan depicted two points of access, an eastern connection through Town property and western connection through the adjacent commercial property.

Unfortunately, after PD approval, the applicant was unable to obtain the western access agreement, but was able to work out with the Town to allow an additional connection across the entirety of the Town property to the east, connecting to his own property further to the east. Such action however, significantly alters the previously approved site plan and requires an amendment to the PD Ordinance.

# Proposal.

Applicant is requesting to amend the existing PD and concept plan in order to establish a different access point configuration to allow development of a commercial building, still totaling 7,900 square feet, anticipated to be occupied by three retail tenants. Part of the request includes access across the Town-owned adjacent parcel which will solely serve for access and connection purposes, and is proposed to fully comply with landscape requirements along the right-of-way, as well as access through the adjacent property owned by this same developer.

The property owner is proposing to meet all of the requirements outlined within the previously approved PD Ordinance, with two additional modified standards.

The previously approved PD indicated that the proposed development will meet all zoning and development standards with the following modifications:

- Commercial Lot size below 1 acre
- Parking space size 9 feet by 20 feet
- Front landscape buffer below required 25 feet
- Screening wall not required
- Single dumpster enclosure
- Two points of access in coordination with adjacent properties

While the property owner has worked diligently with Staff in order to bring all standards into compliance, the requested amendment will maintain the previously approved stipulations, but capture the revised site plan and new access points, with the following additional modified standards:

- Rear landscape buffer ranging from 0-5 foot
- Double row of trees along residential adjacency not required

The following sections will outline how the proposed development is meeting, or deviating from, the current standards.

Uses. Retail is an allowed use.

# Design

**Standards.** Proposed elevations show the building to be constructed primarily of brick and stone, meeting the glazing, articulation and design guidelines. The property owner worked with Staff in order to significantly elevate the design of the proposed building from previous approval.

**Landscaping.** Proposed landscape plans comply with overall landscape coverage, perimeter tree planting, landscape points, screening, and parking lot islands.

Proposed landscape plans still do not meet the required 20-foot rear landscape buffer with double row of trees planted within the required rear landscape edge along the residential adjacency, instead providing primarily 5 feet, except where the dumpster impedes into this setback, and a single row of trees.

# Parking.

Retail uses are required to park at 1 space per 200 square feet. Based on the total building square footage of 7,900, the property is required to provide at least 40 parking spaces. The proposed plans show 44 parking spaces being provided, with two spaces identified to have electrical vehicle charging station infrastructure and curb stops along the perimeter.

**Dumpster.** Given the site limitations, the proposed dumpster enclosure is being proposed within the rear landscape buffer in order to meet the CWD Waste Management requirements.

**Fire and Engineering.** The Fire Marshall and Town Engineer have reviewed the resubmitted plans and have no issues at this time, specifically for the zoning request process. This does not approve any of the submitted plans for construction.

# Comprehensive Plan.

The future land use of this area is identified as retail and commercial. The proposed commercial development, to be occupied with future retail tenants aligns with the Town's vision for this area.

**Recommendation to the Commission.** This is an amendment to a previously approved PD Ordinance where, unfortunately, the originally approved site layout could not be achieved without the buy-in from the adjacent prosperity owner. In addition to the revised site layout, the request does include two additional modifications due in part to the limited size of this particular property. Staff requested the Commission evaluate the proposed amendment request and base their recommendation to the Town Council on the intent of the previously approved ordinance, the overall vision for this area, and how the proposed development fits into the context of the existing surrounding development.

# **Commission Findings.**

At their regular meeting on November 17, 2022, the Planning and Zoning Commission, after brief deliberation, and made a determination that this proposed request is a good compromise to a challenging site, and recommended approval of this request as presented, with 7 in favor and zero against.

Prior to being able to obtain approval for an SDV permit for construction, the applicant will be required to execute the access and maintenance easement agreement with the Town, as well as the adjacent property to the east. This requirement is captured in the Development Agreement.

# **BUDGET IMPACT:**

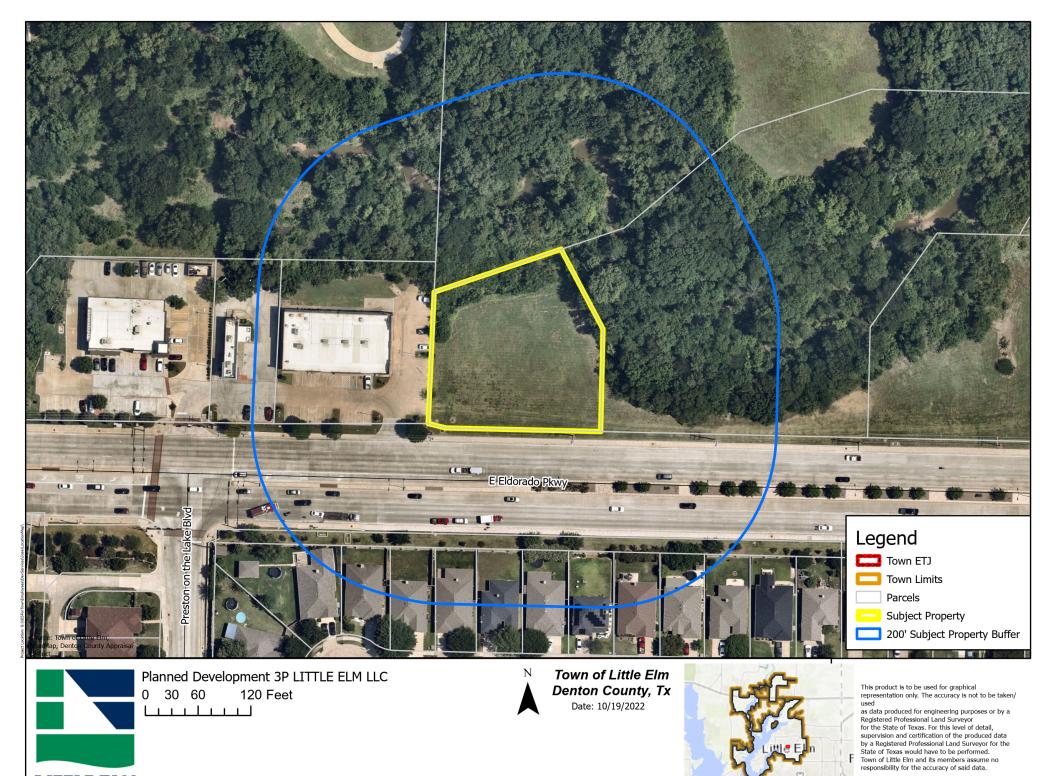
This item has no budget impact.

# **RECOMMENDED ACTION:**

Planning and Zoning Commission recommends approval of the Planned Development amendment request as presented.

# **Attachments**

Location Map Ordinance No. 1696



LITTLE ELM

# TOWN OF LITTLE ELM ORDINANCE NO. 1696

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT ORDINANCE NO. 1643, IN ORDER TO ADOPT NEW SITE PLAN AND DEVELOPMENT PLANS ON .79 ACRES OF LAND GENERALLY LOCATED AT 1728 EAST 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 an amendment to existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, with modified development standards on approximately .79 acres of land, adopting new site plan and development plans, 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 November 17, 2022 the Planning & Zoning Commission considered and made recommendations on Case No. PD-22-01632; and

Case No. PD-22-01632/3P Elm PD

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 amending existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, adopting new site plan and development plans for proposed new commercial development generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits, approximately .79 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 and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured in the development plans as depicted within **Exhibit B** attached hereto:

- a. Minimum lot size .79 acres
- **b.** front yard landscape buffer 6 (six) feet
- **c.** rear landscape buffer 5 (five) feet, except where the dumpster enclosure encroaches into the setback as shown o the plans
- d. double row of tree planting along residential adjacency not required
- e. eight-foot masonry screening wall along the rear of the property not required
- f. single dumpster enclosure allowed
- g. parking spaces allowed at nine feet in width by 20 feet in length

**SECTION 4. PLANNED DEVELOPMENT MASTER PLAN** The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

- a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.
- b) 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.
- c) 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.
- d) 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 20<sup>th</sup> day of December, 2022.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

# EXHIBIT A

# **Property Description**

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

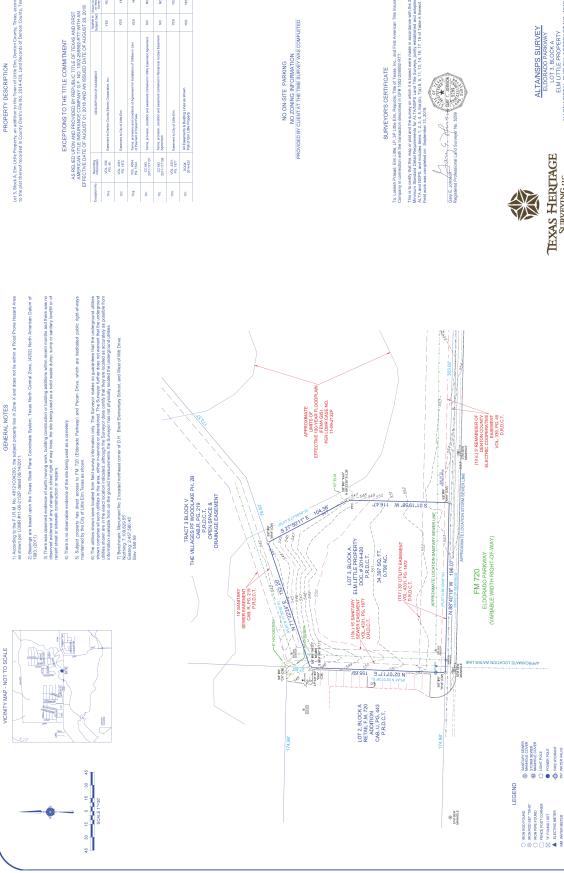
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County, Clerk's File No. 2014-420, Land Records of Denton County, Texas.

Exception No.	Information	DESCRIPTION OF EASEMENT	Subject tract	Survey Plat
10 e.	VOL. 339, PG. 45	Experient to Derton County Electric Cooperative, Inc.,	YES	SIL.
101	VOL. 4351, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of URRes in Lieu of Prymers of trypact free.	YES	Q
101	OC NO. 2017:117107	Terms, provision, condition and easement contained in URBy Easement.	2	2
101	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	2	2
10 K	VOL. 4331. PG. 1877	Exement to City of Little E.Im.	YES	YES
101	DOC# 2014-420	All Easements & Building Lines as shown Plat of Em Little Property	SJA	YES

# SURVEYOR'S CERTIFICATE

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethn #10169300

EXHIBIT B
3P Elm PD Ordinance

# 3P ELM SITE DEVELOPMENT PLANS

# TOWN OF LITTLE ELM, TEXAS

3P LITTLE ELM LLC 5431 BEACON HILL DR FRISCO, TEXAS 75034 PHONE: 214-838-4198 EMAIL: LOKESHP@HOTMAIL.COM

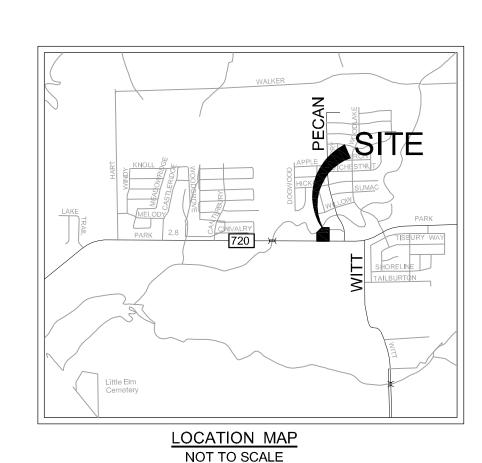
<u>CIVIL ENGINEER:</u> RAO VASAMSETTI, P.E. RAO VASAMSETH, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

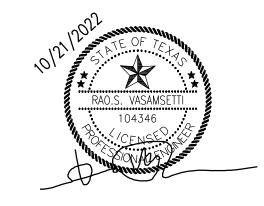
REVISION #

SUBMITTAL DATE: 01/27/2021

**LEGAL DESCRIPTION:** LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.



Sheet List Table				
SHEET NUMBER	SHEET TITLE			
C0.00	COVER SHEET			
C1.00	DIMENSIONAL CONTROL PLAN			
C1.10	PAVING PLAN			
C1.20	FIRE PROTECTION PLAN			
C2.00	GRADING PLAN			
C3.00	UTILITY PLAN			
C4.00	EROSION CONTROL PLAN			
C4.10	EROSION CONTROL DETAILS			
C5.00	DETAIL SHEET			
C5.10	DETAIL SHEET			
C5.20	DETAIL SHEET			
C5.30	DETAIL SHEET			
C5.40	DETAIL SHEET			
A4	ELEVATIONS			
L1.0	LANDSCAPE NOTES & DETAILS			
L2.0	LANDSCAPE PLAN			



PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.



DESCRIPTION	DATE	
		ĺ

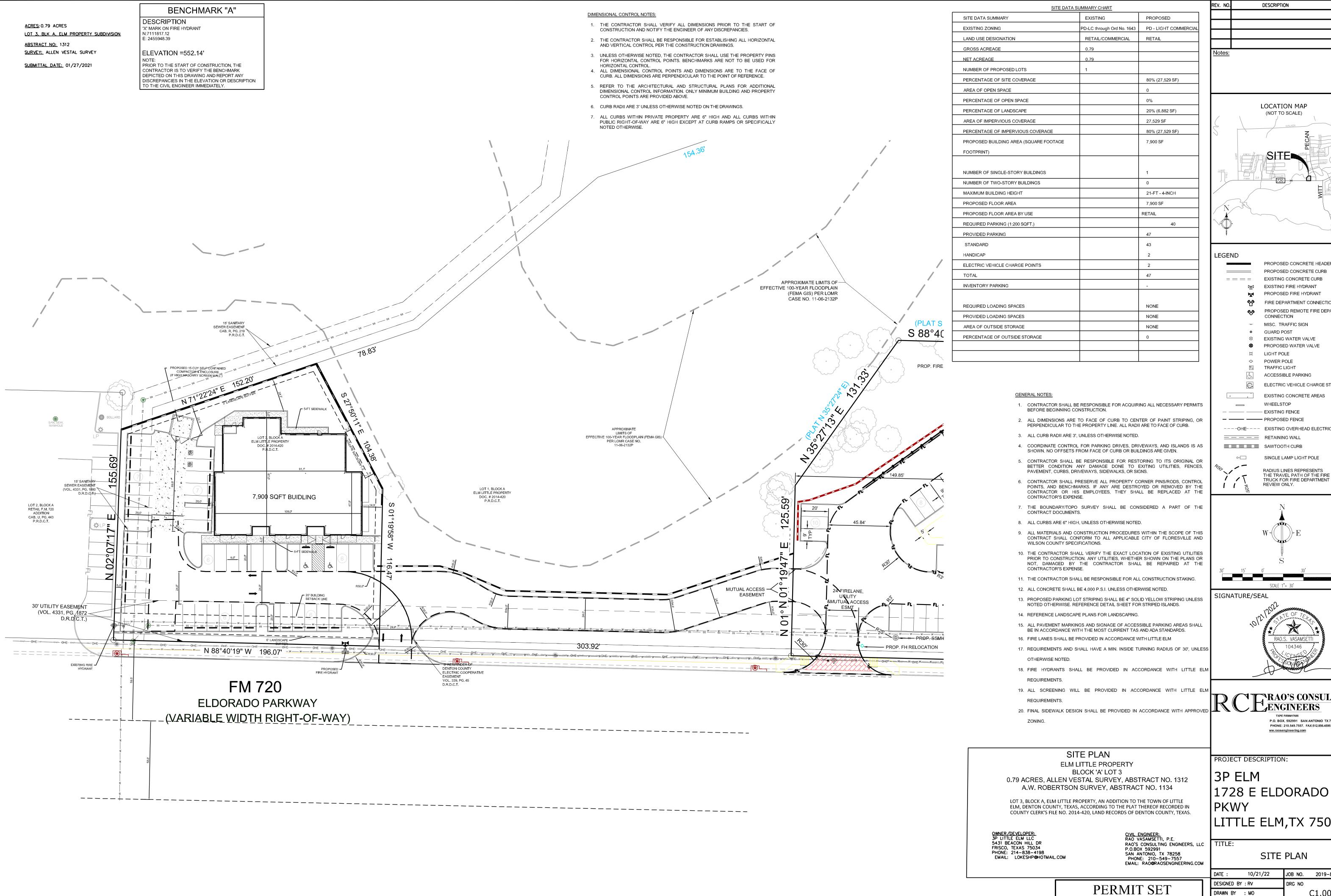
ww.raosengineering.com

PROJECT DESCRIPTION: 3P ELM 1728 E ELDORADO PKWY, LITTLE ELM, TX 75068

**COVER SHEET** 

DATE: 07/20/22 JOB NO. 2019-768 DESIGNED BY : RV C0.00 DRAWN BY : MO CHECKED BY : RV

PERMIT SET



# P.O. BOX. 592991 SAN ANTONIO TX 78258 ww.raosengineering.com

PHONE: 210.549.7557. FAX:512.856.4595

RAO.S. VASAMSET

RAO'S CONSULTING

DESCRIPTION

LOCATION MAP

(NOT TO SCALE)

PROPOSED CONCRETE HEADER CURB

PROPOSED REMOTE FIRE DEPARTMENT

ELECTRIC VEHICLE CHARGE STATION

EXISTING CONCRETE AREAS

PROPOSED CONCRETE CURB

EXISTING CONCRETE CURB

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

FIRE DEPARTMENT CONNECTION

EXISTING WATER VALVE ❷ PROPOSED WATER VALVE

CONNECTION

MISC. TRAFFIC SIGN

GUARD POST

POWER POLE

TRAFFIC LIGHT ACCESSIBLE PARKING

WHEELSTOP

----OHE---- EXISTING OVERHEAD ELECTRIC

REVIEW ONLY

SINGLE LAMP LIGHT POLE

RADIUS LINES REPRESENTS

THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT

-- -- EXISTING FENCE

- PROPOSED FENCE

====== RETAINING WALL

SAWTOOTH CURB

SIGNATURE/SEAL

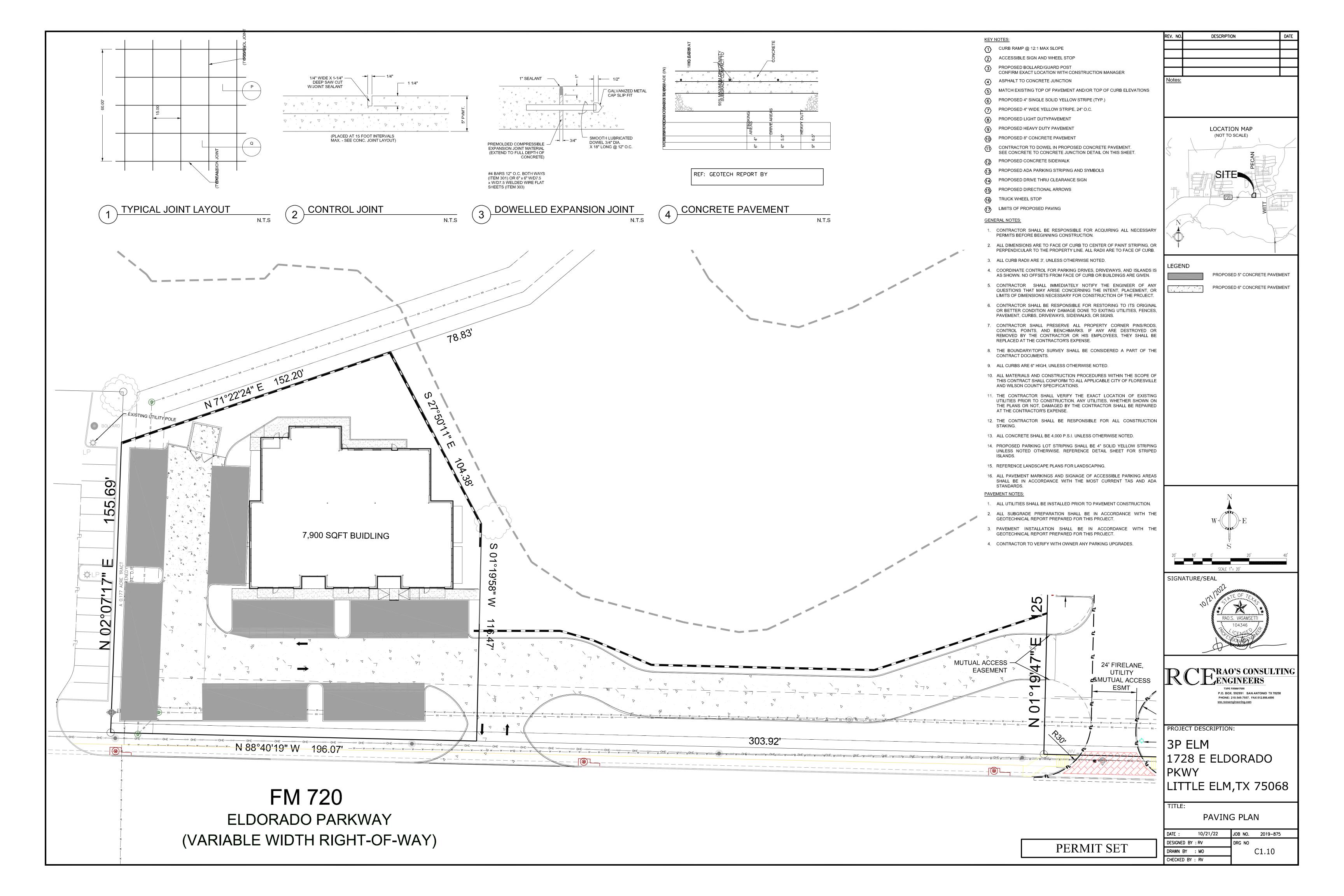
LEGEND

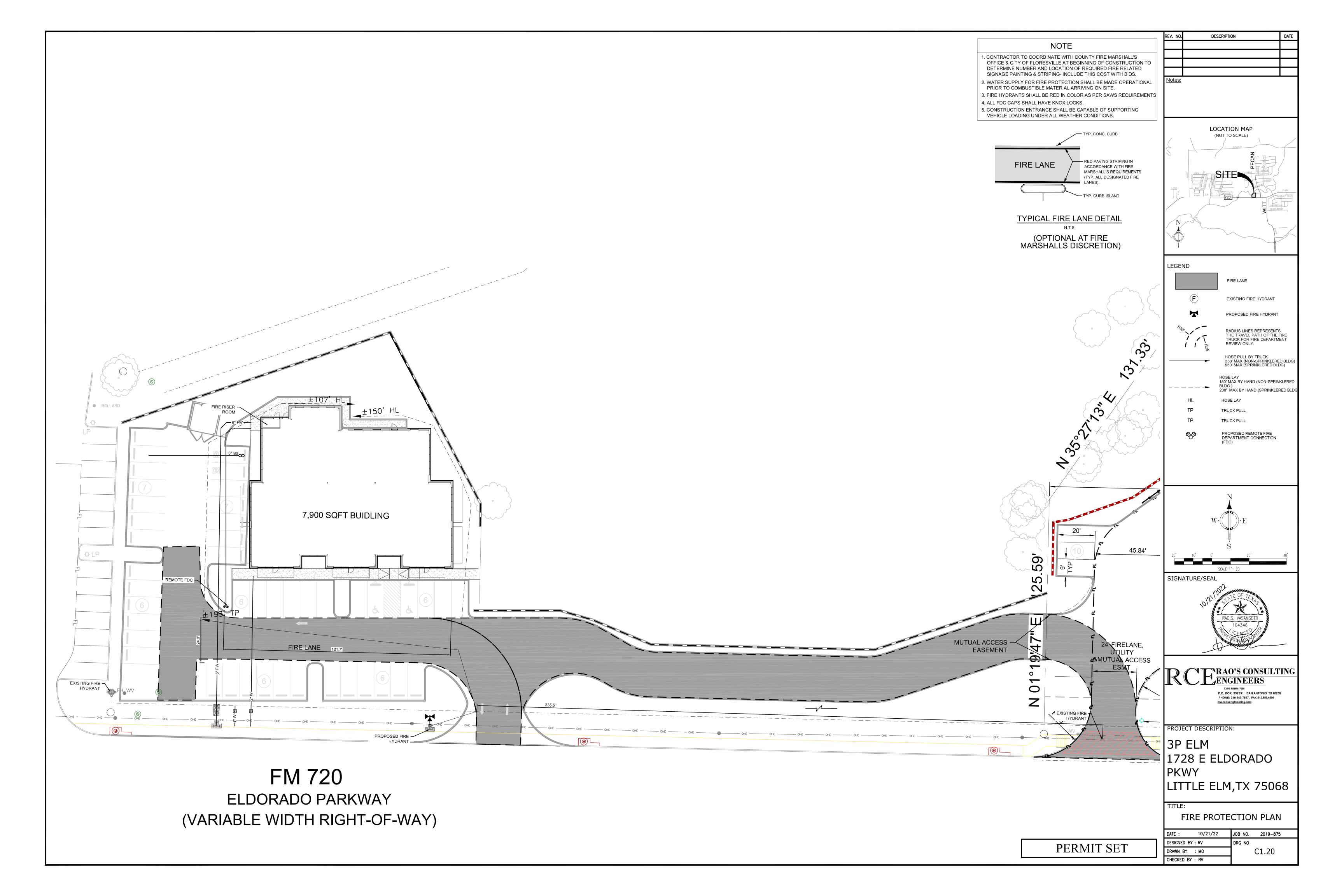
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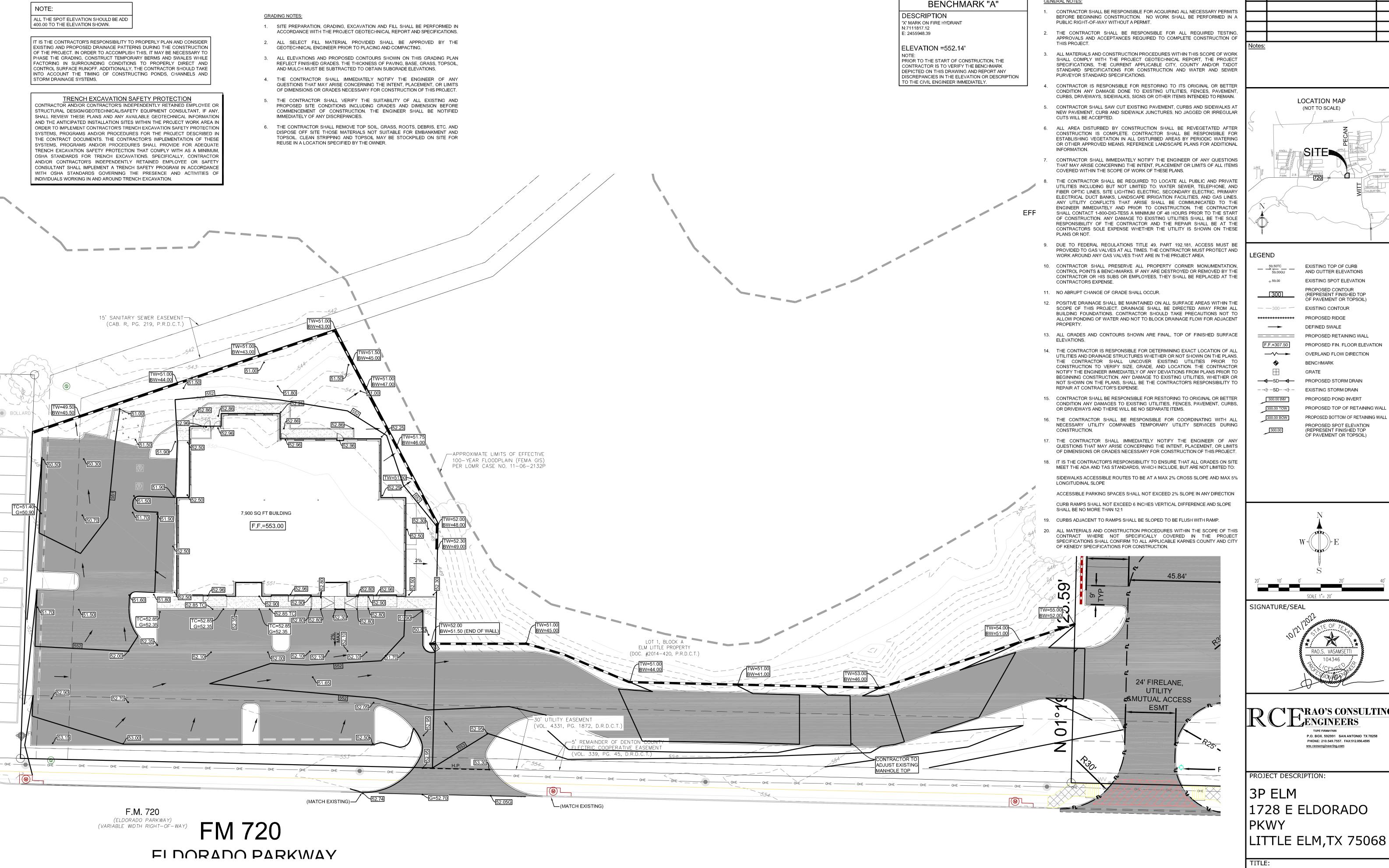
LITTLE ELM,TX 75068

SITE PLAN

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C1.00 DRAWN BY : MO CHECKED BY: RV







DESCRIPTION GENERAL NOTES:

> LOCATION MAP (NOT TO SCALE)

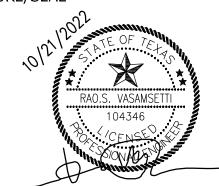
> > EXISTING SPOT ELEVATION PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)

EXISTING CONTOUR

DEFINED SWALE PROPOSED FIN. FLOOR ELEVATION OVERLAND FLOW DIRECTION

PROPOSED STORM DRAIN EXISTING STORM DRAIN

> PROPOSED BOTTOM OF RETAINING WALL PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



RAO'S CONSULTING ENGINEERS

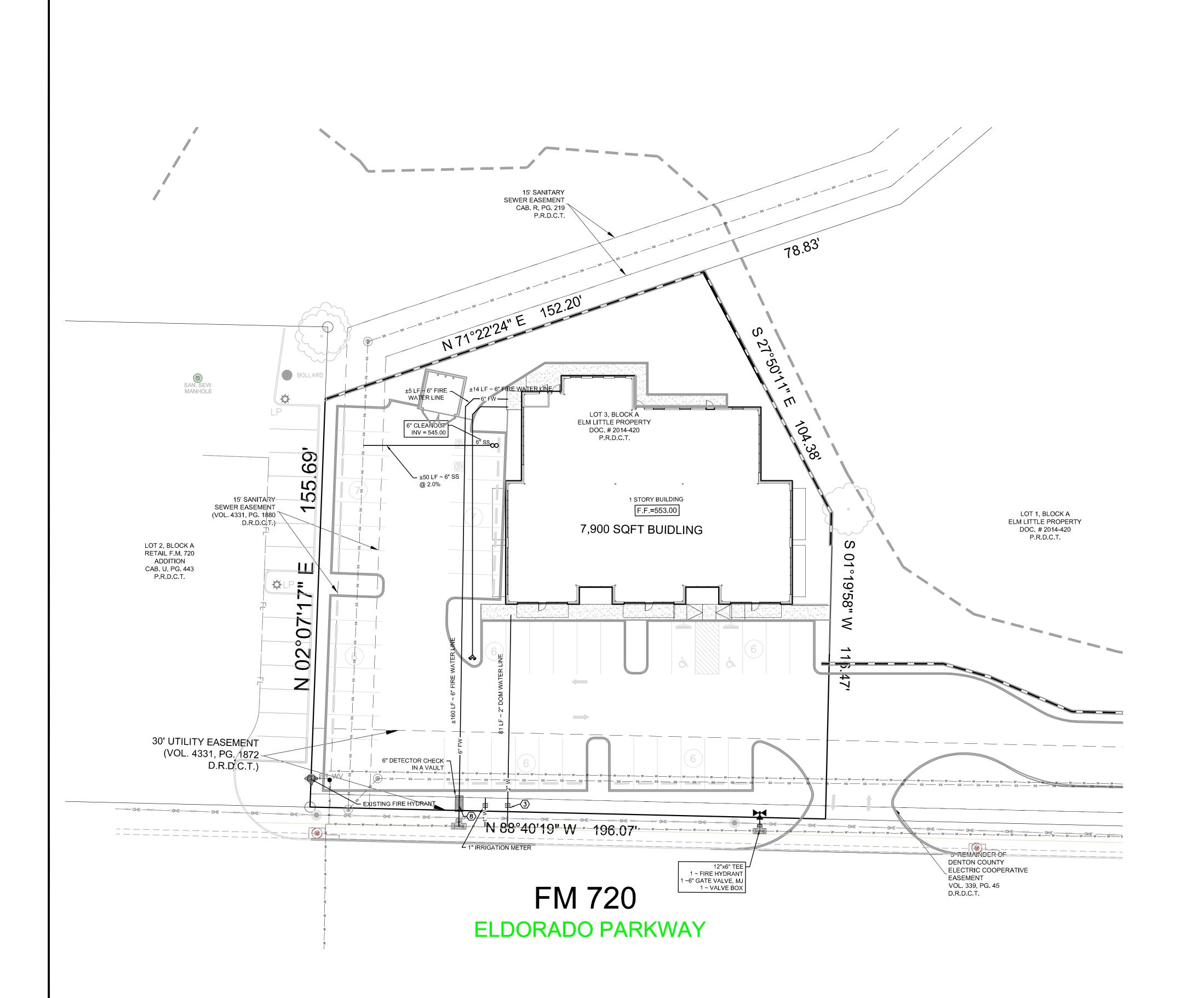
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

1728 E ELDORADO

GRADING PLAN

PERMIT SET

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C2.00 DRAWN BY : MO CHECKED BY: RV



# BENCHMARK "A"

DESCRIPTION 'X' MARK ON FIRE HYDRANT N 7111817 12

E: 2455948.39

ELEVATION =552.14'

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

# UTILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION. 2. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE TOWN OF LITTLE ELM RULES AND REQUIREMENTS.

3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATELY ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO NOTIFY THE ENGINEER IMMEDIATELY OR ANY CONFLICTS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES,

WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT HIS EXPENSE. 4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE SYSTEMS WHETHER OR NOT SHOWN PLANS.

ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION. 6. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS. CONTRACTOR TO NOTIFY ENGINEER OF ANY

CONFLICTS PRIOR TO CONSTRUCTION. 7. CONTRACTOR SHALL INSTALL ANDY BENDS, FITTINGS OR PIPE IN THE WATER LINE AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES (NOT SEPARATE PAY

8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS

9. REFERENCE ELECTRICAL PLANS FOR PARKING LOT AND SIGNAGE LIGHTING WHICH MAY BE IN THE SCOPE OF WORK. 10. REFERENCE LANDSCAPE, ELECTRICAL, AND OTHER PLANS FOR ADDITIONAL

11. SANITARY SEWER PIPE SIX INCHES (6") AND SMALLER SHALL BE SDR 40 CONFORMING TO ASTM D1785 AND INSTALLED PER SPECIFICATIONS. FITTINGS AND JOINTS SHALL CONFORM TO COMPATIBLE SDR 35 PIPE WITH THE EXCEPTION THAT SOLVENT CEMENT JOINTS SHALL NOT BE USED. 12. CONTRACTOR SHALL INSTALL THE SANITARY SEWER SYSTEM OUTSIDE OF THE BUILDING IN ACCORDANCE WITH PROCEDURES SPECIFIED BY THE LOCAL

PLUMBING CODE. FOR PROJECTS WITHIN THE CITY LIMITS, THE LINE SHALL BE INSPECTED BY THE CITY INSPECTOR. 13. WHEN SEWER LINES ARE INSTALLED IN THE VICINITY OF WATER MAINS, SUCH INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE TEXAS DEPARTMENT OF HEATH RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (1988 OR ANY REVISIONS THERETO).

14. DUE TO FEDERAL REGULATIONS TITLE 49, PARK 192.181, LDC GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA. 15. ALL SPOIL AND OTHER UNSUITABLE MATERIAL FROM THIS WORK SHALL BE

REMOVED FROM THE SITE BY THE CONTRACTOR AT THIS EXPENSE. 16. ALL SERVICES ARE BROUGHT TO WITHIN 5' OF THE BUILDING. CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST TO CONNECT SERVICES TO THE BUILDING WHETHER OR NOT SHOWN ON THE PLANS. 17. CLEAN OUTS AND VALVE BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE

PLUMBING CODE AND AS DIRECTED BY THE PLUMBING INSPECTOR. ALL CLEAN OUT AND VALVE BOX TOPS SHALL BE INSTALLED AT LEAST 2" ABOVE FINISHED GRADE OUTSIDE PAVEMENT AND FLUSH WITH FINISHED GRADE WITHIN THE PAVEMENT AREAS.

18. CONTRACTOR TO CONTACT UTILITY COMPANY TO VERIFY MATERIALS TO BE USED FOR SERVICES AND CONNECTIONS.

# 19. 2-INCH (2") DOMESTIC WATER LINE TO BE PVC SCHEDULE 40.

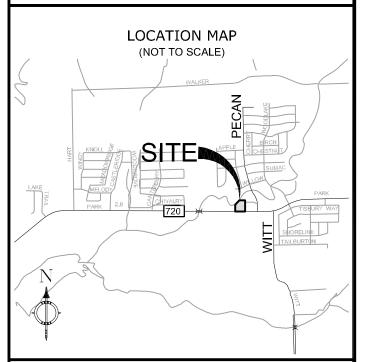
# KEY NOTES:

CONDUITS REQUIRED.

- CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
- 2) CONTRACTOR TO VERITY LOCATION AND DEPTH OF EXISTING WATER LINE PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCY.
- CONTRACTOR TO INSTALL 1 1/2-INCH DOMESTIC WATER LINE, WHICH SHALL BE CONSTRUCTED OF C900 PVC, AND TO CONNECT TO EXISTING WATER LINE WITH A TAPPING SLEEVE AND VALVE. SEE DETAIL SHEET FOR WATER SERVICE CONNECTION DETAIL.
- PROPOSED UNDERGROUND POWER.
- 5 LOCATION TO EXISTING 4-INCH GAS MAIN APPROXIMATE AND NOT FIELD VERIFIED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING GAS MAIN PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS.
- (6) CONTRACTOR TO COORDINATE GAS INSTALLATION WITH
- CONTRACTOR TO INSTALL PROPOSED 2 ½" GAS LINE AND CONNECT TO EXISTING GAS MAIN.
- (8) CONTRACTOR TO INSTALL 1-INCH IRRIGATION WATER LINE AND METER. REFER TO IRRIGATION PLANS FOR BACKFLOW PREVENTOR AND CONTINUATION

Notos	

DESCRIPTION



- <- -SD- - <- EXISTING STORM DRAIN - <- -SS- - <- EXISTING SANITARY SEWER LINE

----- W----- EXISTING WATER LINE ----GAS----- EXISTING GAS LINE -----OT----- EXISTING OVERHEAD TELEPHONE

-----UT----- EXISTING UNDERGROUND TELEPHONE ----OHE---- EXISTING OVERHEAD ELECTRIC

-----UE----- EXISTING UNDERGROUND ELECTRIC PROPOSED DOMESTIC WATER LINE

----- | ------ PROPOSED IRRIGATION LINE

→ SS PROPOSED SANITARY SEWER LINE PROPOSED STORM DRAIN 

PROPOSED FIRE LINE THRUST BLOCKING

> EXISTING ELECTRIC METER EXISTING CLEAN-OUT

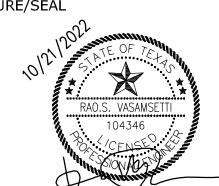
EXISTING WATER VALVE EXISTING WATER METER PROPOSED WATER METER

EXISTING FIRE HYDRANT PROPOSED FIRE HYDRANT PROPOSED FIRE DEPARTMENT CONNECTION

PROPOSED REMOTE FIRE DEPARTMENT CONNECTION

EXISTING LIGHT POLE

SIGNATURE/SEAL



CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

REFER TO MEP PLANS FOR SLEEVES/CONDUITS FOR PARKING LOT LIGHTS, AND COMMUNICATIONS TO PROPOSED MENU BOARD. CONTRACTOR TO ENSURE THERE ARE NOT CONFLICTS BETWEEN LIGHT

POLE BASES AND ANY UTILITIES. UTILITY CONTRACTORS TO CONTACT PUBLIC UTILITY COMPANIES AND CITY OF FLORESVILLE TO CONFIRM WHAT IS NEEDED FOR A COMPLETE TURNKEY FINAL PRODUCT FOR THIS BID.

TRENCH EXCAVATION SAFETY PROTECTION CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE C STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF AN SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED I THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

PERMIT SET

RAO'S CONSULTING ENGINEERS

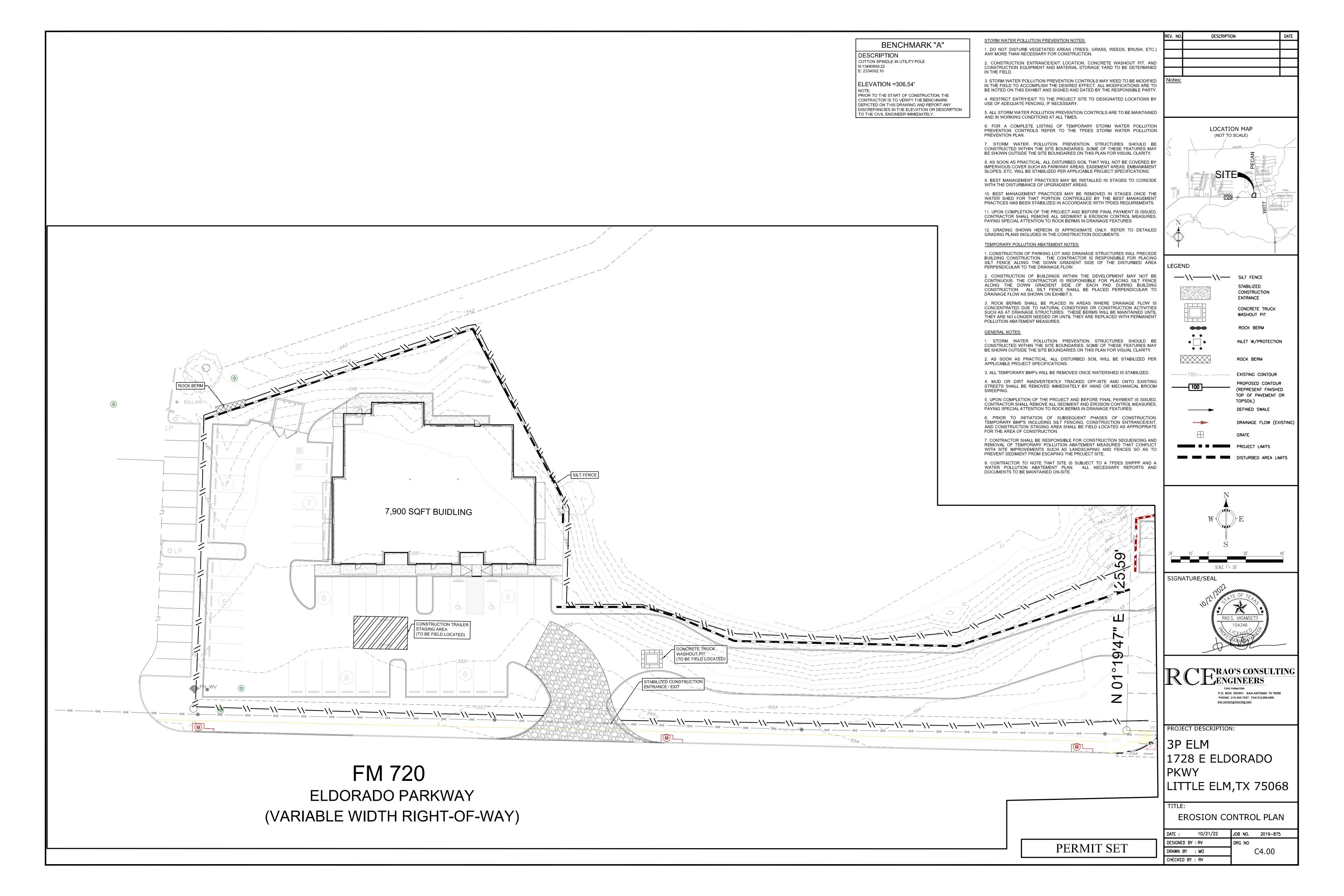
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

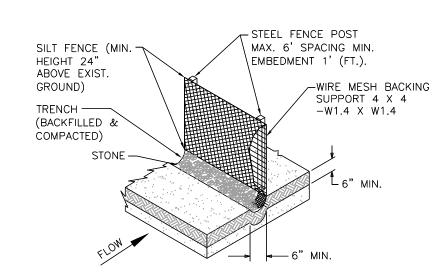
PROJECT DESCRIPTION:

3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

UTILITY PLAN

JOB NO. 2019-875 10/21/22 DESIGNED BY : RV C3.00 DRAWN BY : MO CHECKED BY: RV





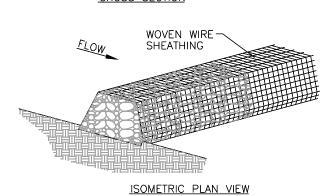
- SILT FENCE NOTES:
- .) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.
- 2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.
- .) THE TOE OF THE SILT FENCE SHOULD BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED

IN (E.G., PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3 INCHES OF

PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

- .) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED
- 5.) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHOULD BE A 3-FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF
- .) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
- 8.) REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION 6.
- D.) REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY. IF A SECTION OF FENCE IS OBSTRUCTING VEHICULAR ACCESS, CONSIDER RELOCATING IT TO A SPOT WHERE IT WILL PROVIDE EQUAL PROTECTION, BUT WILL NOT OBSTRUCT VEHICLES. A TRIANGULAR FILTER DIKE MAY BE PREFERABLE TO A SILT FENCE AT COMMON VEHICLE ACCESS POINTS.
- ).) WHEN CONSTRUCTION IS COMPLETE, THE SEDIMENT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTATION AND THE PRIOR LOCATION OF THE SILT FENCE SHOULD BE REVEGETATED. THE FENCE ITSELF SHOULD BE DISPOSED OF IN A APPROVED LANDFILL.
- .) DESIGNATED SILT FENCE CONSIST OF THE FOLLOWING: GEOTECHNICAL FILTER FABRIC, STRETCHED AND SECURED TO THREE FOOT HIGH WIRE FENCING AND SUPPORTED BY STEEL POSTS AT A MAXIMUM SPACING OF 6 FEET. THE BOTTOM 6 INCHES OF FABRIC
- 2.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

─ WOVEN WIRE SHEATHING └3 TO 4 INCHES CROSS SECTION



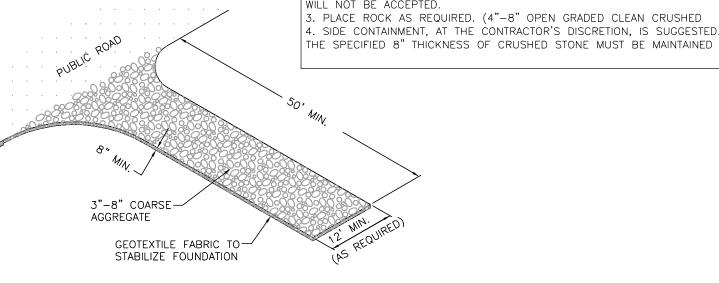
- ROCK BERM NOTES THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE
- CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.

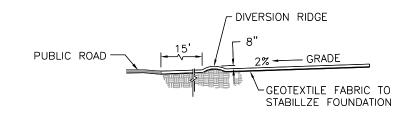
SECURED WITH SHOAT RINGS.

- BERM SHOULD HAVE A TOP WIDTH OF 2 FEET MINIMUM WITH SIDE SLOPES BEING 2:1 (H:V) OR FLATTER. HEIGHT OF ROCK BERM SHALL NOT BE LESS THAN 18".
- WRAP THE WIRE SHEATHING AROUND THE ROCK AND SECURE WITH TIE WIRE SO THAT THE ENDS OF THE SHEATHING OVERLAP AT LEAST 2 INCHES, AND THE BERM RETAINS ITS SHAPE WHEN WALKED UPON.
- 5. THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
- BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF
- INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
- REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES. DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER THAT WILL NOT CAUSE ANY ADDITIONAL SILTATION.
- 9. THE BERM SHOULD BE RESHAPED AND REPAIRED AS NEEDED DURING INSPECTION.
- 10. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE,
- 11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE

STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE: . CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION. . GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE S.C.E. ONTO A PUBLIC STREET WILL NOT BE ACCEPTED.





# STABILIZED CONSTRUCTION

(1) AVOID CURVES ON PUBLIC ROADS AND STEEP SLOPES. REMOVE VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE CROWN FOUNDATION FOR POSITIVE DRAINAGE. (2) THE MINIMUM WIDTH OF THE ENTRANCE/EXIT SHOULD BE 12 FEET OR THE FULL WIDTH OF EXIT

(3) THE CONSTRUCTION ENTRANCE SHOULD BE AT LEAST 50 FEET LONG.

(4) IF THE SLOPE TOWARD THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6 TO 8 INCHES HIGH WITH 3:1 (H:V) SIDE SLOPES, ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE ENTRANCE TO DIVERT

CONDITIONS ARE ANTICIPATED.

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR

(7) DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN. (8) INSTALL PIPE UNDER PAD AS NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH

POSSIBLE DAMAGE TO ROAD. (5) UNSTABLE FOUNDATION - USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE. INSPECTION AND MAINTENANCE GUIDELINES:

) THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. (2) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.

ŘIĞHT−OF−WAY. (4) WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

(5) ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING

# NOT TO SCALE INSTALLATION: ROADWAY, WHICHEVER IS GREATER.

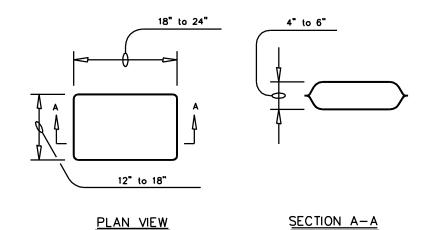
(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET

COMMON TROUBLE POINTS:

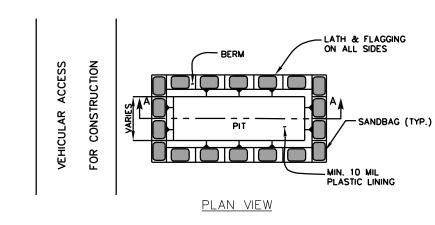
(1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

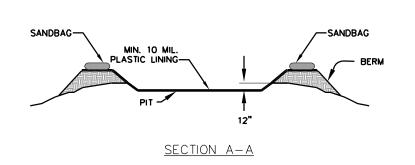
(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND

(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC



- The filter bag material shall be made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight of 4 ounces/sy, have a Mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%.
- The filter bag shall be filled with clean, medium (washed pea gravel) to coarse gravel (0.31 to 0.75 inch diameter).
- Sand shall <u>NOT</u> be used to fill the filter bags. GRAVEL FILTER BAG DETAIL





# GENERAL NOTES:

- DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
- WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
- WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER
- LOCATE WASHOUT AREA AT LEAST 50 FEET FROM SENSITIVE FEATURES, STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
- TEMPORARY CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

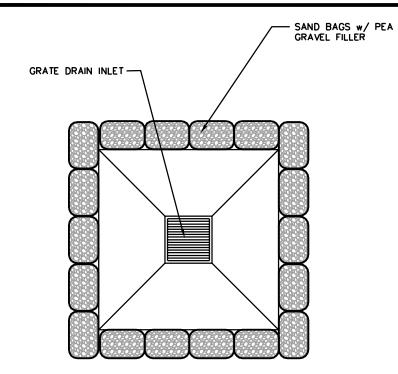
# MATERIALS:

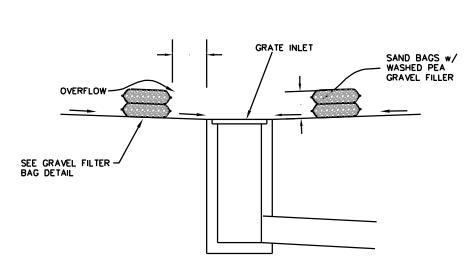
• PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

# MAINTENANCE:

- WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF.
- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE TRUCK WASHOUT PIT





- 1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
- 2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

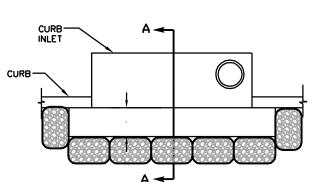
# INSPECTION AND MAINTENANCE GUIDELINES:

- 1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
- 2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
- 3) Check placement of device to prevent gaps between device
- 4) Inspect filter fabric and patch or replace if torn or missing.

5) Structures should be removed and the area stabilized only

after the remaining drainage area has been properly stabilized.

BAGGED GRAVEL GRATE INLET PROTECTION



# GENERAL NOTES:

- 1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
- 2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

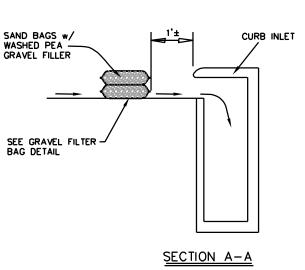
# INSPECTION AND MAINTENANCE GUIDELINES:

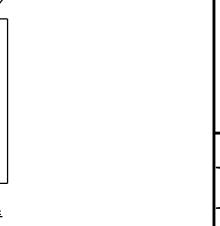
- 1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
- 2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
- 3) Check placement of device to prevent gaps between device and curb.
- 5) Structures should be removed and the area stabilized only

4) Inspect filter fabric and patch or replace if torn or missing.

after the remaining drainage area has been properly stabilized.

BAGGED GRAVEL CURB INLET PROTECTION





TRAO'S CONSULTING P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595

ww.raosengineering.com

DESCRIPTION

LOCATION MAP (NOT TO SCALE)

LEGEND

PROJECT DESCRIPTION:

SIGNATURE/SEAL

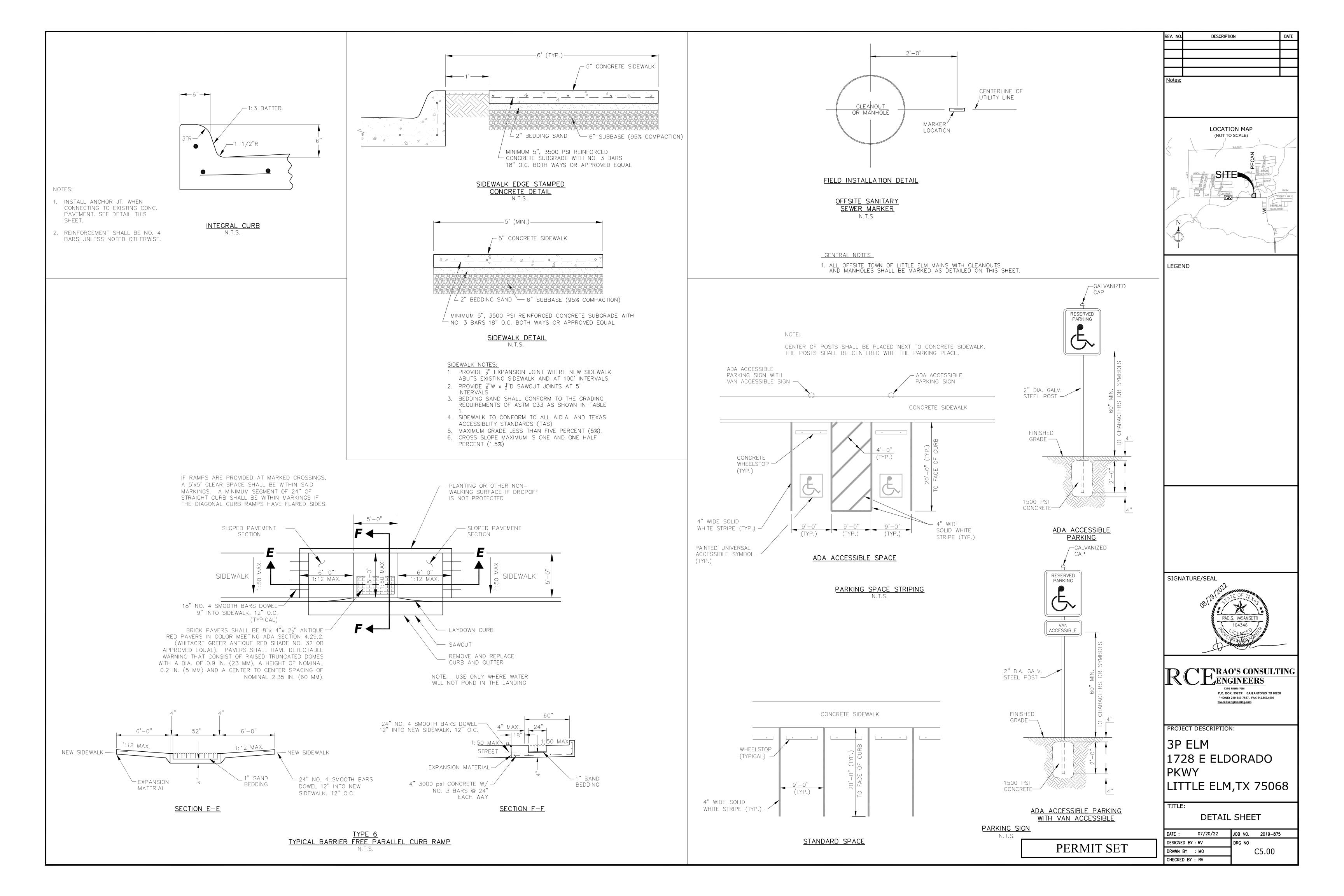
3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

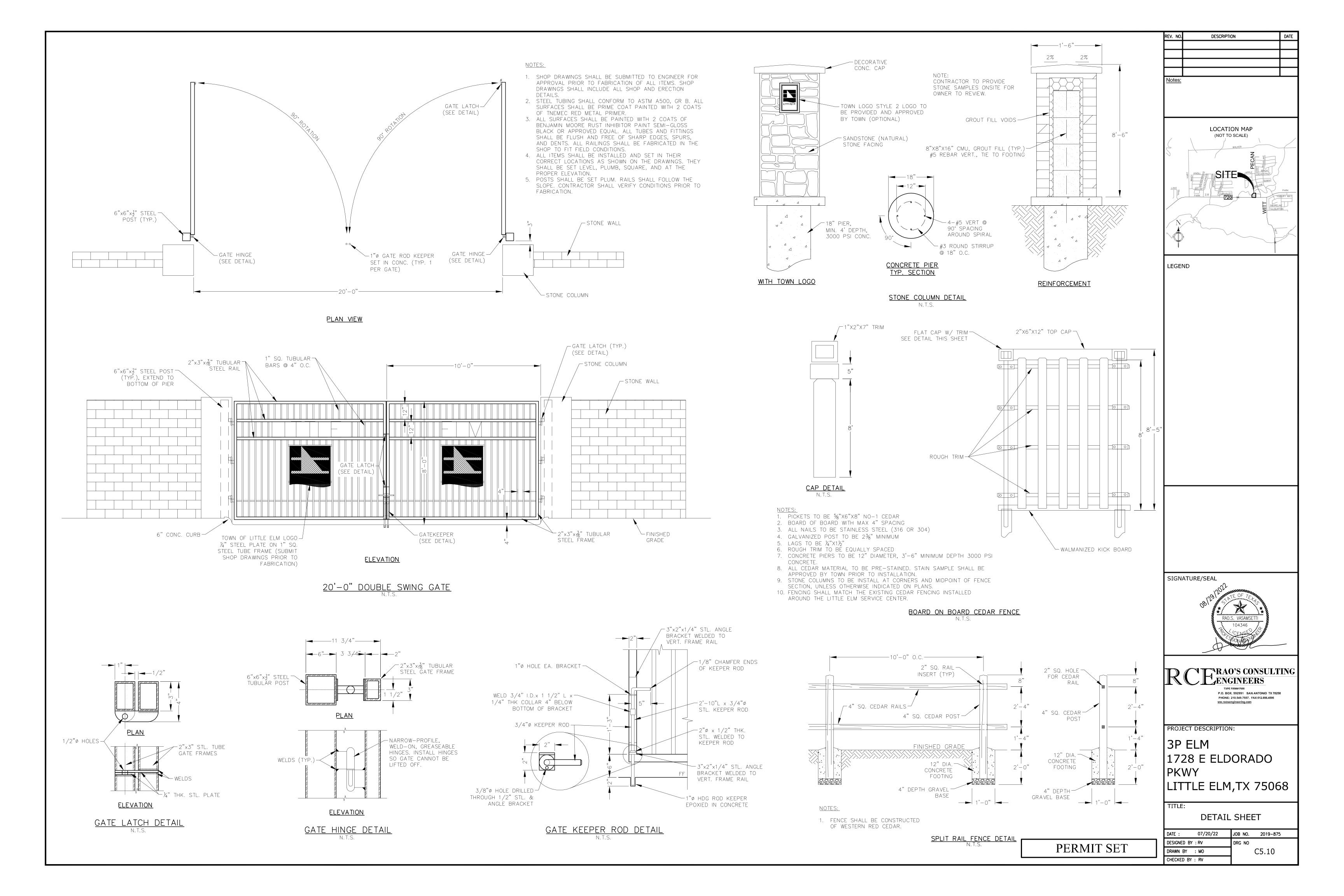
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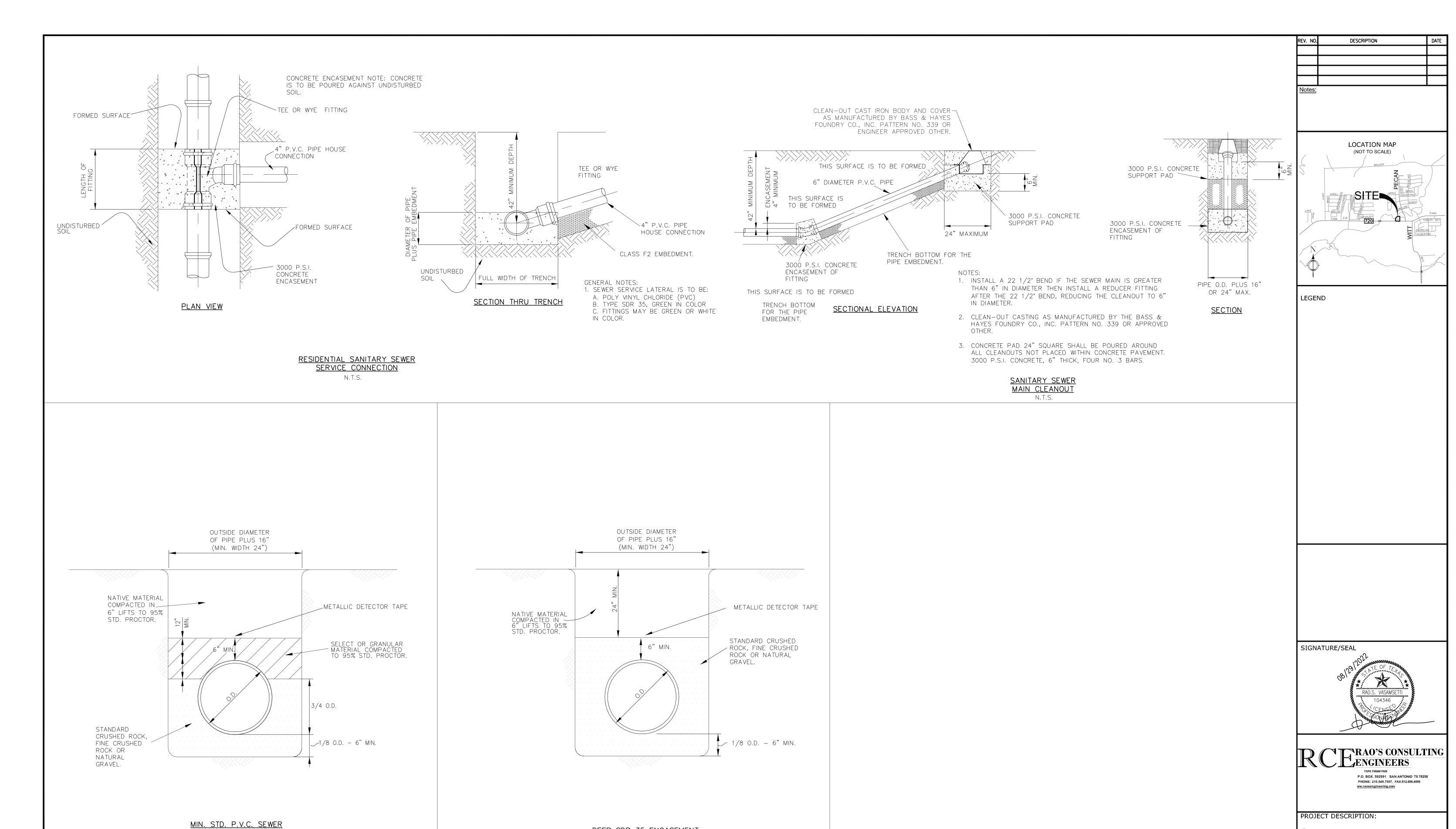
**EROSION CONTROL DETAILS** 

DATE: 07/20/22 JOB NO. 2019-875 DESIGNED BY : RV C4.10 DRAWN BY : MO CHECKED BY: RV

PERMIT SET







DEEP SDR 35 ENCASEMENT

CLASS LE5 EMBEDMENT

CLASS LE2 EMBEDMENT
N.T.S.

3P ELM 1728 E ELDORADO PKWY LITTLE ELM,TX 75068

TITLE:

**DETAIL SHEET** 

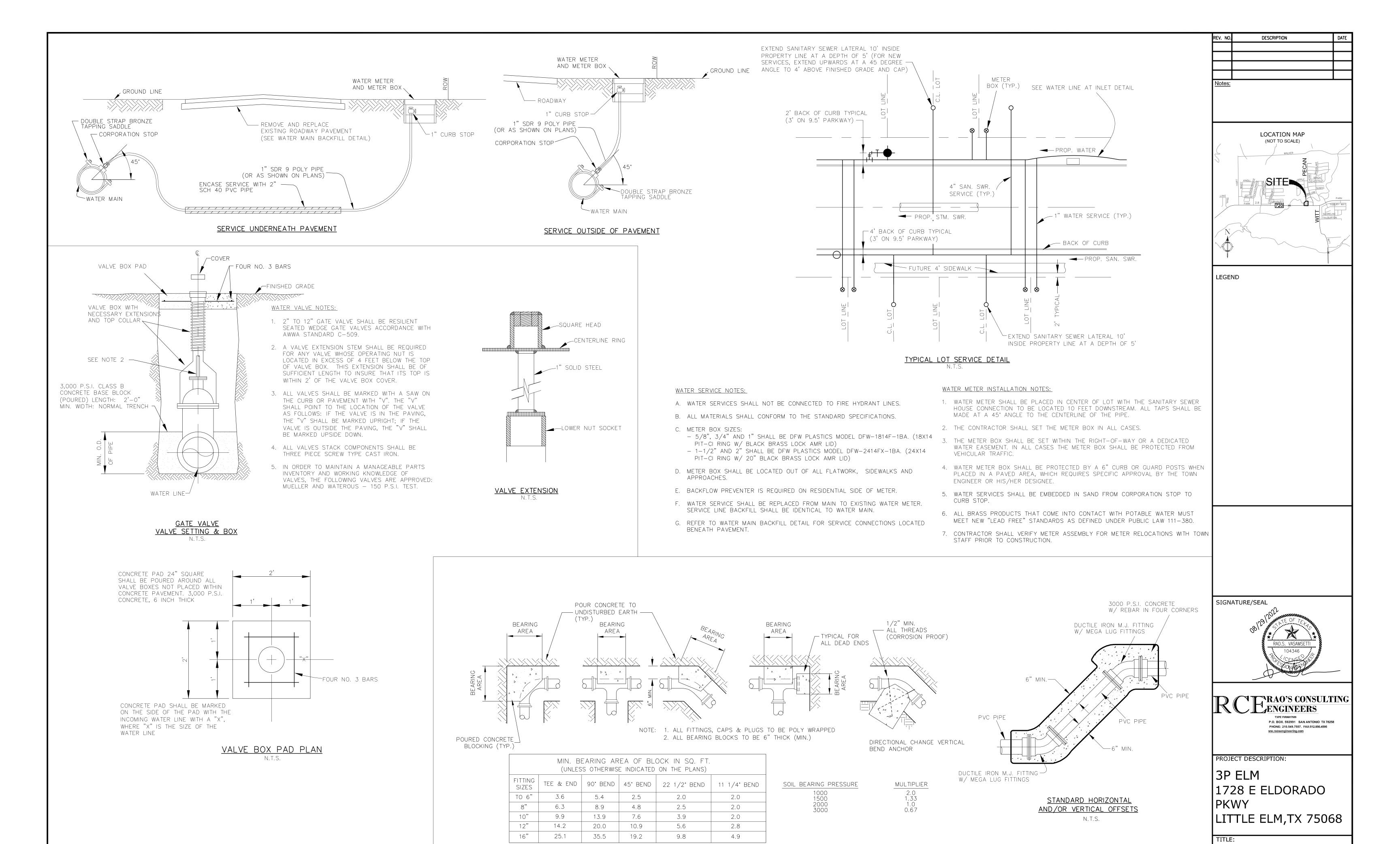
DATE: 07/20/22 JOB NO. 2019-875

DESIGNED BY: RV DRG NO

DRAWN BY: MO C5.20

CHECKED BY: RV

PERMIT SET



WATER MAIN THRUST BLOCKING

N.T.S.

PERMIT SET

DATE: 07/20/22

DESIGNED BY: RV

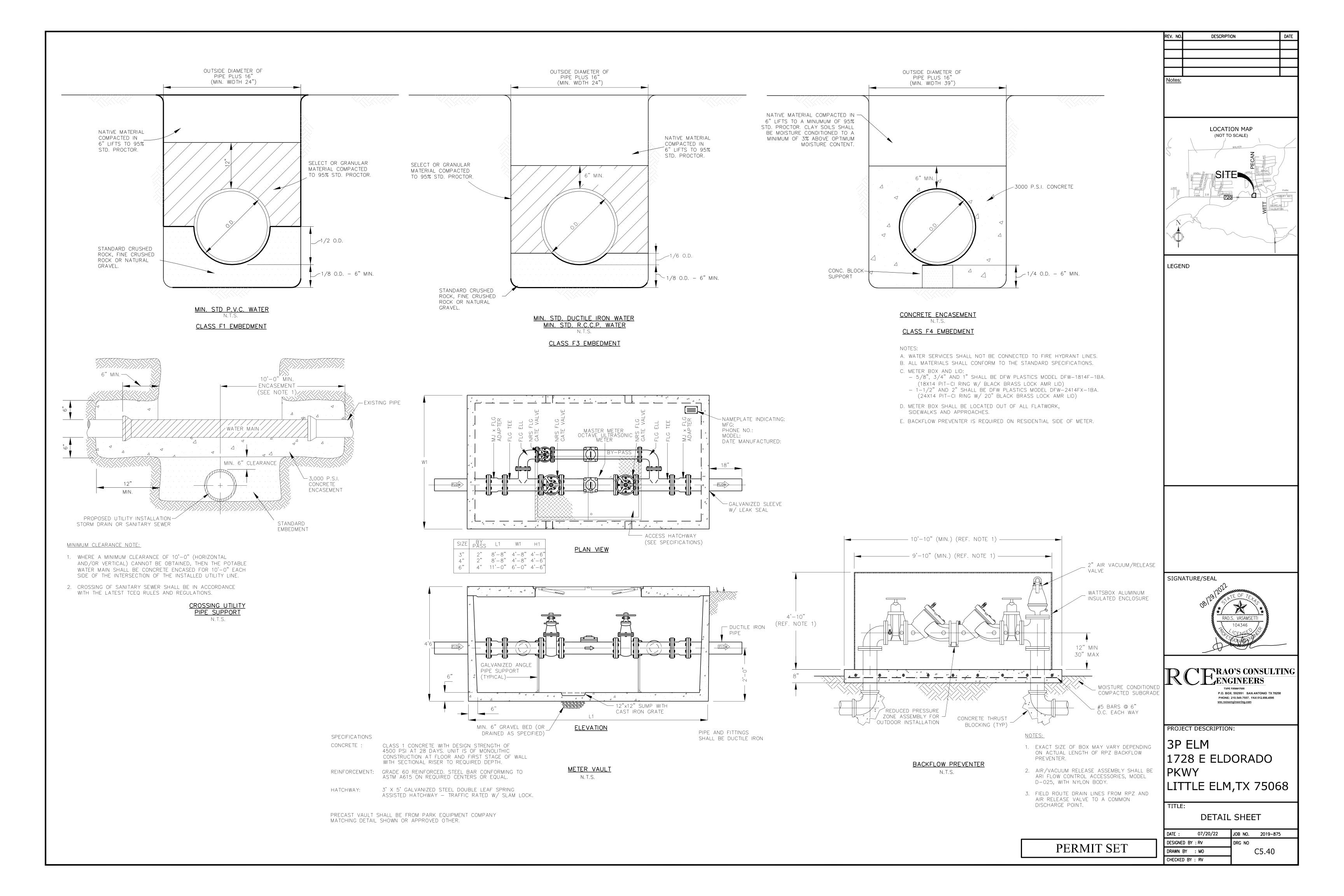
DRAWN BY: MO

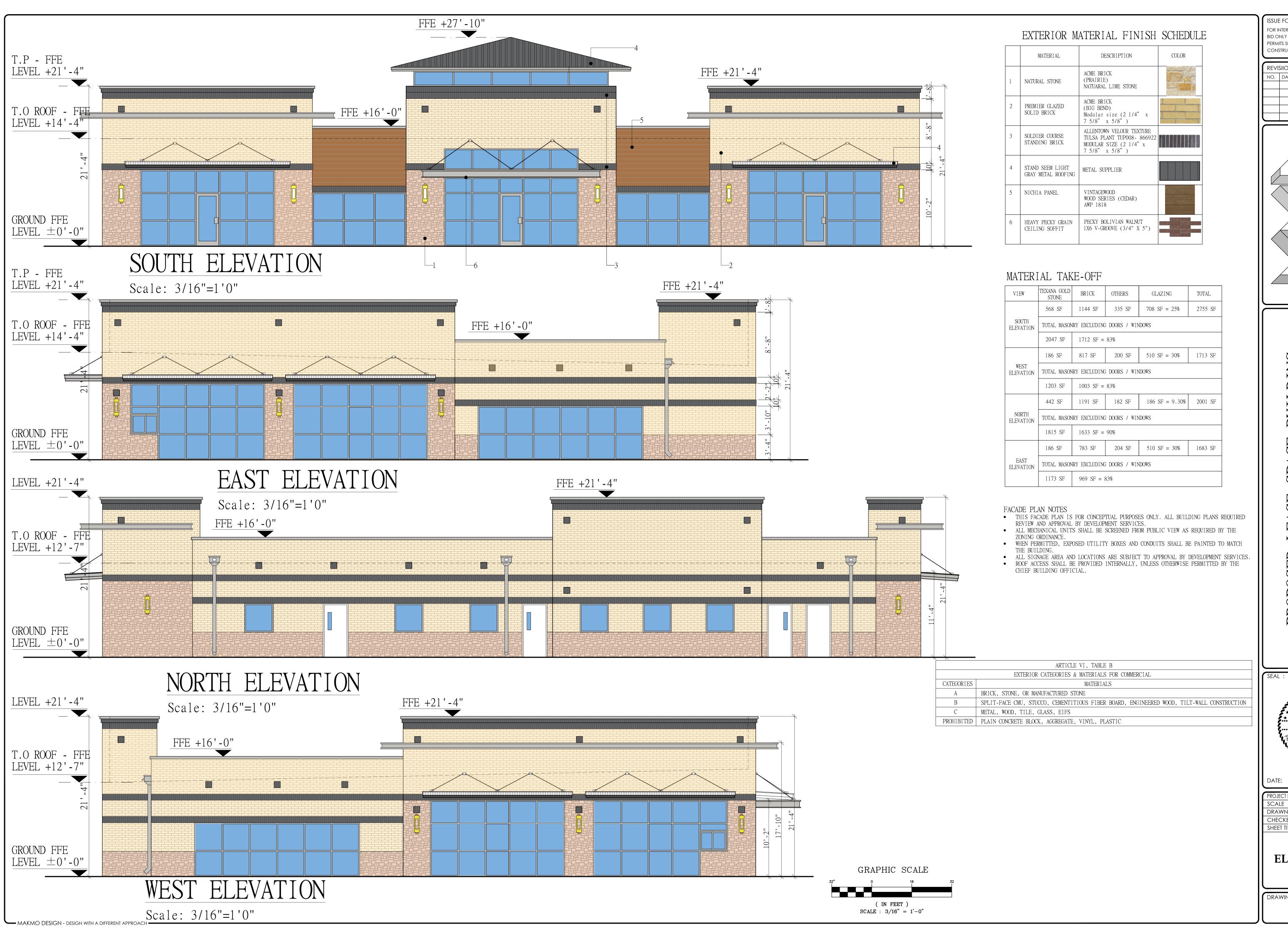
**DETAIL SHEET** 

CHECKED BY : RV

JOB NO. 2019-875

C5.30





ISSUE FOR:

FOR INTER REVIEW ONLY

BID ONLY

PERMITS SET

CONSTRUCTION SET

REVISIONS:

NO. DATE DESCRIPTION

T m x0



BUILDING

PROPOSED LEASE SPACE BU LOCATED AT

ASHLEY BICE

134060
CENSE
DNAU

2116

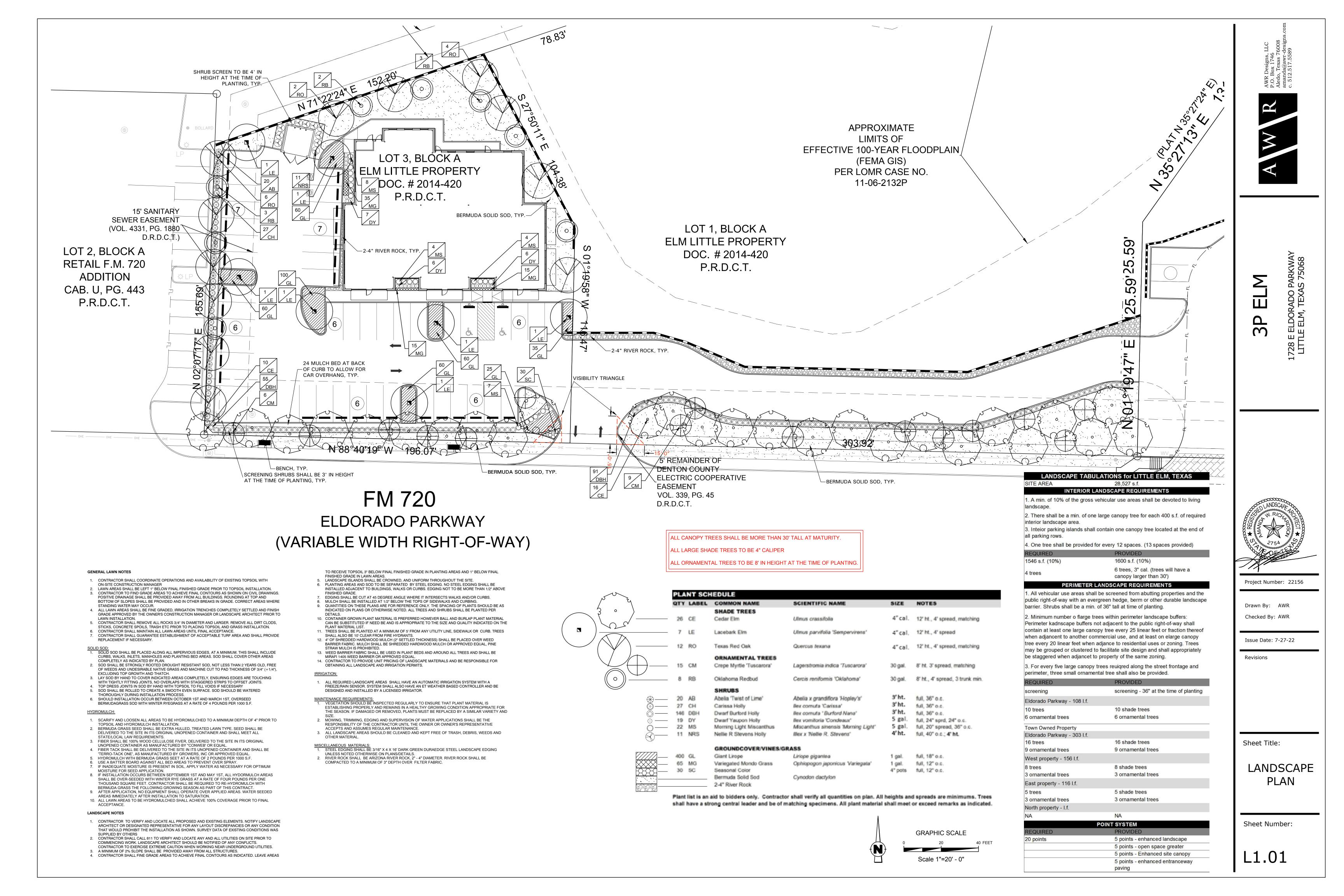
PROJECT NUMBER	:	22-000
SCALE :		3/16" =1'-0"
DRAWN BY:		A.B
CHECKED BY:		A.B
SHEET TITLE :		

07/26/2022

ELEVATION 1 & 2

DRAWING NUMBER:

A-2.0



## PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

- A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING
- 1.2 REFERENCE DOCUMENTS A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS
- 1.3 SCOPE OF WORK / DESCRIPTION OF WORK
- A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS
- AND SPECIFICATIONS INCLUDING: PLANTING (TREES, SHRUBS, GRASSES)
- 1. BED PREP AND FERTILIZATION
- NOTIFICATION OF SOURCES WATER AND MAINTENANCE UNTIL ACCEPTANCE
- B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK. INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
- C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF AL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK
- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN
- ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTUTUTE (Z60.1) - PLANT MATERIAL B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942
- EDITION OF STANDARDIZED PLANT NAMES. C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS
- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL. MULCH. BED MIX. GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA. C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT
- AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION. 1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING
- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.
- B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS. DRIVES AND CURBS, ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS. DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK
- C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.
- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.
- B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

## 1.8 MAINTENANCE AND GUARANTEE

SECTIONS

- A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.
- B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS. C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF
- GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE. D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE

- SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.
- E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY
- G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS
- AND DEBRIS FROM SITE PROMPTLY. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED. J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.
- K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- REAPPLY MULCH TO BARE AND THIN AREAS. M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL,
- HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER. N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH
- EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
- b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE
- RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED. A TREES SHRUBS GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR

## A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAI MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF

- B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE
- C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.
- . WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.
- E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM,
- INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE
- 1.9 QUALITY ASSURANCE

TIGHTENING STRAF

- DRIVE ROD

- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN
- C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR **EXCEED PROJECT SPECIFICATIONS** E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE

MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO

LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE

- USED IN LIEU OF THE SPECIFIED PLANT. F AT THE TIME BIDS ARE SUBMITTED. THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS
- SPECIFIED. G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN

## TRANSIT OR AT THE JOB SITE SHALL BE REJECTED. 1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE

DEVELOPMENT. 2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

- B. DELIVERY 1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE. 2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE
- 3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.
- 4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES. 5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING
- 6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE 7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE. 8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

## PART 2 - PRODUCTS 2.1 PLANT MATERIALS

- A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.
- B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN. C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE
- GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FUL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS. INJURY. DISEASE. BROKEN BRANCHES DISFIGUREMENTS. INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY. D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OF ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY

THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND

- SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS. E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200
- MILES OF THE PROJECT SITE IF POSSIBLE. AND WITH SIMILAR CLIMACTIC F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER,
- PRIOR TO FINAL ACCEPTANCE. G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER
- PLANTS SHALL NOT INCREASE THE CONTRACT PRICE. H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF

AT MINIMUM, 1/2" BELOW -

CURB OR SIDEWALK NO STEEL EDGING

ALONG WALK, TY

WALK OR CURBING

UNIFORM SIZE. I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING

- ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED
- J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING
- K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND. L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS SUNSCALD, DISFIGURING KNOTS, OR\INSECT DAMAGE WILL BE REJECTED. M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE
- INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL.

AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND

- O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED
- P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY. MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- 2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

- 1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR
- NUTGRASS SHALL BE REJECTED 2. PHYSICAL PROPERTIES AS FOLLOWS
- a. CLAY BETWEEN 7-27% b. SILT – BETWEEN 15-25%
- c. SAND LESS THAN 52% 3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY
- 4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT
- SANDY LOAM MEETS THE ABOVE REQUIREMENTS. B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL
- C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES GLADEWATER, TEXAS: PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO
- MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS, TEXAS OR APPROVED EQUAI D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES
- AND WEEDS. E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN. F. ORGANIC FERTILIZER: FERTILAID SUSTANE OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED
- STATEMENT OF ANALYSIS. G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS
- H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC

## 2.3 MISCELLANEOUS MATERIALS

- A. STEEL EDGING SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL
- B. TREE STAKING TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS.
- C. FILTER FABRIC MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)
- D. SAND UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND. E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5"
- F. DECOMPOSED GRANITE BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE
- G. RIVER ROCK LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING

SHRUBS OR GROUNDCOVER AS

SETTLED THICKNESS SHOULD BE 2" MIN.

ROOT BALL, DO NOT

✓ WEED BARRIER FABRIO

SPECIFIED ON PLAN

## PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

## 3.1 PREPARATION

- A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER. B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
- 1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S
- RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS).
- 2 BACKELL FOR TREE PITS SHALL BE AS FOLLOWS: LISE EXISTING TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY C. GRASS AREAS:
- 1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED IOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

## 3.2 INSTALLATION

- A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY
- B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
- C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION
- AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS. E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF FARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT, WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED,
- NEVER SLICK OR GLAZED. F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE
- THOROUGHLY MOIST BEFORE REMOVING CONTAINERS. G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS.
- H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP  $\frac{1}{3}$  OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.
- I. DO NOT WRAP TREES. J. DO NOT OVER PRUNE.
- K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS
- L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES
- AFTER PLACEMENT. N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE
- O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF

- THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED
- P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR
- UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DON UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED. THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUNI OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE
- R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.
- S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
  - 1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES. 2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
- IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.
- Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION. 1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT
- TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL 3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE. 4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR
- 5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

## 3.3 CLEANUP AND ACCEPTANCE

CONTRACTOR.

- A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.
- B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES. C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN
- VIGOROUS AND HEALTHY GROWING CONDITION. D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN. FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE

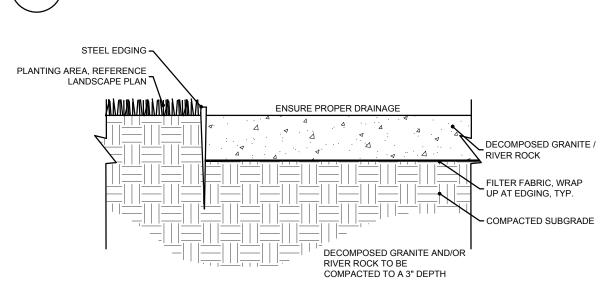
CONTRACT DOCUMENTS. THE LANDSCAPE CONTRACTOR SHALL REPLACE

AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS. F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINA ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND

GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION

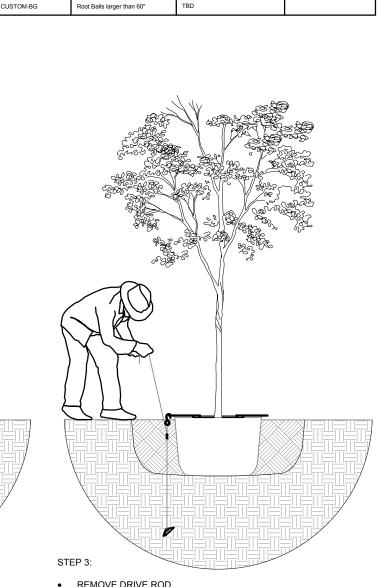
GROUNDCOVERS CURB TO ALLOW FOR CAR OVERHANG



ackslashSHRUB SPACING AND PLANTING AT B.O.C.

\DECOMPOSED GRANITE / RIVER ROCK

# TOP OF MULCH SHOULD BE



48" Minimum Depth

00 Gallon or 58" root ball

 DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT SEE CHART FOR RECOMMENDED DEPTHS

TREE ROOT BALL --- ROOT ANCHOR - TREE TRUNK

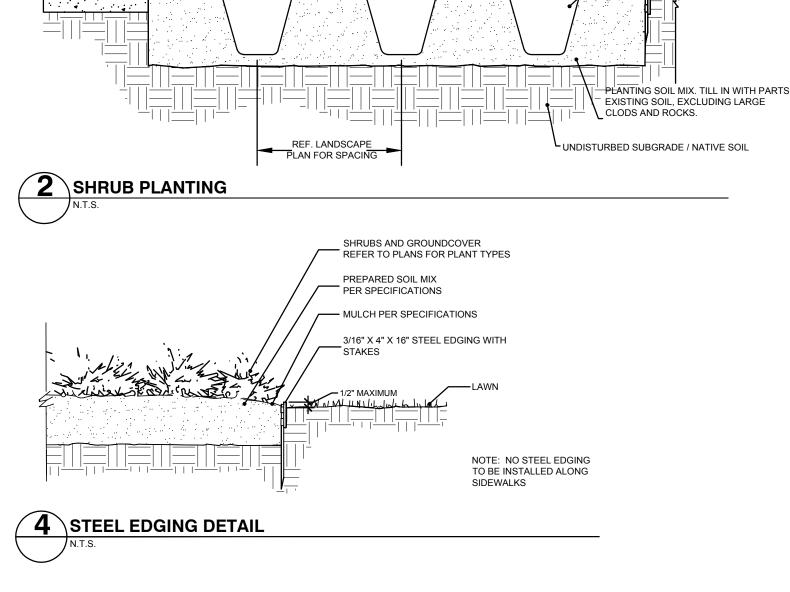
**DETAIL A** 

U-BRACKET

 CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF

---- SEE DETAIL A

- 9973 FM 521 Road Rosharon, Texas 77583
- TREE STAKE SOLUTIONS, LLC
- Phone: 281-778-1400 Mobile: 903-676-6143 Fax: 281-778-1425
- REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-68 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE PLACE "S" HOOK OVER THE END OF THE U-BRACKET
  - PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY



LANDSCAPE SPECS AND **DETAILS** 

Project Number: 22156

Drawn By: AWR

Checked By: AWR

Issue Date: 7-27-22

Revisions

Sheet Title:

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Sheet Number



**Date:** 12/20/2022

**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:**

Present, Discuss, and Consider Action on a **Development Agreement between the Town of Little Elm and 3P Little Elm LLC.** 

## **DESCRIPTION:**

The attached agreement is to solidify the Planned Development and the intended design of the proposed commercial development as outlined in the associated development documents and plans for 3P Elm Planned Development.

## **BUDGET IMPACT:**

This item has no budget impact.

## **RECOMMENDED ACTION:**

Staff recommends approval.

## **Attachments**

Development Agreement - 3P Elm PD

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR 3P ELM PD
COUNTY OF DENTON	§	

This Development Agreement for 3P Elm Planned Development ("<u>Agreement</u>") is entered into between 3P Little Elm LLC ("<u>Developer</u>"), whose address for purposes of this Agreement is 3641 Hamilton Heights Ave, Frisco TX 75034, and the Town of Little Elm, Texas ("<u>Town</u>"), 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 .79 acres generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard in the Town of Little Elm, Texas (the "<u>Property</u>"), 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.** <u>Incorporation of Premises</u>. 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 ("<u>Effective Date</u>"). 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 ("<u>Term</u>").

## **Section 3. Agreements.** The Parties agree as follows:

- A. The negotiated and agreed upon zoning and development standards contained in the 3P Elm 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.
  - **B.** The Developer must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site

property for cross-access. Fully executed agreements must be presented with the plat submittal.

## Section 4. <u>Miscellaneous</u>.

- **A.** <u>Applicability of Town Ordinances</u>. 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.** <u>Default/Mediation</u>. 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.** <u>Venue</u>. 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.
- **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.** <u>Exhibits</u>. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- **H.** <u>Surviving Rights</u>. 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.** <u>Applicable Laws</u>. 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.** <u>Amendments</u>. This Agreement may be only amended or altered by written instrument signed by the Parties.
- **L.** <u>Headings</u>. 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. <u>Entire Agreement</u>. 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.** <u>Filing in Deed Records</u>. 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. <u>Notification of Sale or Transfer; Assignment of Agreement</u>. 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 "<u>Assignee</u>") 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.** <u>Sovereign Immunity</u>. 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.** <u>Waiver of Texas Government Code § 3000.001 et seq.</u> 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.
- **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 120<sup>th</sup> day after the date the Town notifies Developer of the violation.
- **V.** <u>Non-Boycott of Israel Provision.</u> 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. <u>Prohibition on Contracts with Certain Companies Provision.</u> 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, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021). [For Chapter 380 Agreements]
- Y. <u>Verification Against Discrimination of Firearm or Ammunition Industries.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> 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.** <u>Verification Against Discrimination Developer Does Not Boycott Energy Companies.</u> Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> 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	TOWN OF LITTLE ELM, TEXAS
a company	
By:	By: Matt Mueller Town Manager
Date:	Date:
	ATTEST:
	By:
	Caitlan Biggs
	Town Secretary

STATE OF TEXAS	§ §	
COUNTY OF DENTON		
personally appeared MAT known to me to be the p	T MUELLER, To person whose name	ty, on this day of, 2022, own Manager of the Town of Little Elm, Texas, ne is subscribed to the foregoing instrument and same for the purposes and consideration therein
[Seal]		By: Notary Public, State of Texas
		My Commission Expires:
STATE OF TEXAS	<b>§</b>	
COUNTY OF		
Before me, the un personally appearedsubscribed to the foregoing	dersigned authoritg instrument and a ration therein exp	ty, on this day of, 2022,, known to me to be the person whose name is acknowledged to me that he executed the same for pressed and in the capacity of a duly authorized
[Seal]		By:
		My Commission Expires:

## EXHIBIT A

## **Property Description**

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

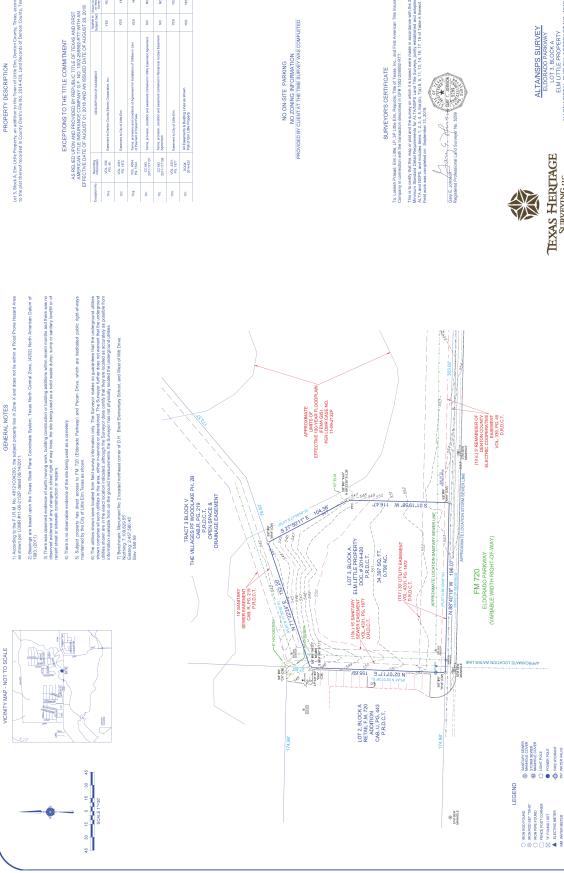
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

North 88 degrees 41 minutes 08 seconds East, a distance of 1.17 feet to a 1/2 inch iron rod with cap stamped "PETIT" found for corner;

North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County, Clerk's File No. 2014-420, Land Records of Denton County, Texas.

Exception No.	Information	DESCRIPTION OF EASEMENT	Subject tract	Survey Plat
10 e.	VOL. 339, PG. 45	Experient to Derton County Electric Cooperative, Inc.,	YES	SIL.
101	VOL. 4351, PG. 1872	Easement to City of Little Elm.	YES	YES
10 g.	VOL. 4064, PG. 1524	Terms, provisions and conditions of Agreement for Installation of URRes in Lieu of Prymers of trypact free.	YES	Q
101	OC NO. 2017:117107	Terms, provision, condition and easement contained in URBy Easement.	2	2
101	CC NO. 2017-117108	Terms, provision, condition and easement contained in Reciprocal Access Easement Agreement.	2	2
10 K	VOL. 4331. PG. 1877	Exement to City of Little E.Im.	YES	YES
101	DOC# 2014-420	All Easements & Building Lines as shown Plat of Em Little Property	SJA	YES

# SURVEYOR'S CERTIFICATE

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethneriage.com Firm #10169300

EXHIBIT B
3P Elm PD Ordinance

## TOWN OF LITTLE ELM ORDINANCE NO. 1696

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING PLANNED DEVELOPMENT – LIGHT COMMERCIAL (PD-LC) DISTRICT ORDINANCE NO. 1643, IN ORDER TO ADOPT NEW SITE PLAN AND DEVELOPMENT PLANS ON .79 ACRES OF LAND GENERALLY LOCATED AT 1728 EAST 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 an amendment to existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, with modified development standards on approximately .79 acres of land, adopting new site plan and development plans, 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 November 17, 2022 the Planning & Zoning Commission considered and made recommendations on Case No. PD-22-01632; and

Case No. PD-22-01632/3P Elm PD

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 amending existing Planned Development-Light Commercial (PD-LC) through Ordinance No. 1643, adopting new site plan and development plans for proposed new commercial development generally located at 1728 East Eldorado Parkway, on the north side of Eldorado Parkway, approximately 300 feet from Preston on the Lake Boulevard, within Little Elm Town limits, approximately .79 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 and all applicable provisions of Chapter 106 – Zoning Ordinance in general, with the exception of the following requirements, which are otherwise captured in the development plans as depicted within **Exhibit B** attached hereto:

- a. Minimum lot size .79 acres
- **b.** front yard landscape buffer 6 (six) feet
- **c.** rear landscape buffer 5 (five) feet, except where the dumpster enclosure encroaches into the setback as shown o the plans
- d. double row of tree planting along residential adjacency not required
- e. eight-foot masonry screening wall along the rear of the property not required
- f. single dumpster enclosure allowed
- g. parking spaces allowed at nine feet in width by 20 feet in length

**SECTION 4. PLANNED DEVELOPMENT MASTER PLAN** The Concept Plan Exhibit and related plans, images, and documents approved and described as **Exhibit B** attached hereto and made a part hereof are approved. The subject property shall be improved in accordance with the plans set forth in **Exhibit B** and subject to the following conditions.

- a) The property owner must obtain an access easement and maintenance agreement from the Town, and an access easement agreement from the property to the east, as shown on the proposed plans, in order to utilize as well as maintain the off-site property for cross-access. Fully executed agreements must be presented with the plat submittal.
- b) 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.
- c) 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.
- d) 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 20<sup>th</sup> day of December, 2022.

	Town of Little Elm, Texas
	Curtis Cornelious, Mayor
ATTEST:	
Caitlan Biggs, Town Secretary	

## EXHIBIT A

## **Property Description**

BEING a part of Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the Plat thereof recorded in County Clerk # 2014-420, Land Records, Denton County, Texas, and being more particularly described by metes and bounds:

COMMENCING from 5/8 inch iron rod with cap stamped "KHA" found lying on the northerly right-of-way line of FM 720 (Eldorado Parkway) (variable width right-of-way) and the northwesterly right-of-way line of Pecan Drive (60 foot right-of-way), also being a southeasterly corner of Lot 2, Block A, Elm Little Property;

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 900.10 feet to a 5/8 inch rod with cap stamped "KHA" found for the northerly corner of Lot 3, Block A, of said Elm Little Property;

BEGINNING at 5/8 inch iron rod with cap stamped "KHA" found,

THENCE North 88 degrees 40 minutes 19 seconds West, along the southerly line of said Lot 2, Block A, common with the northerly line of said FM 720 (Eldorado Parkway), a distance of 196.07 feet to a 5/8 inch rod with cap stamped "KHA" found for the southeasterly corner of Lot 2, Block A, of said Retail FM 720 Addition,

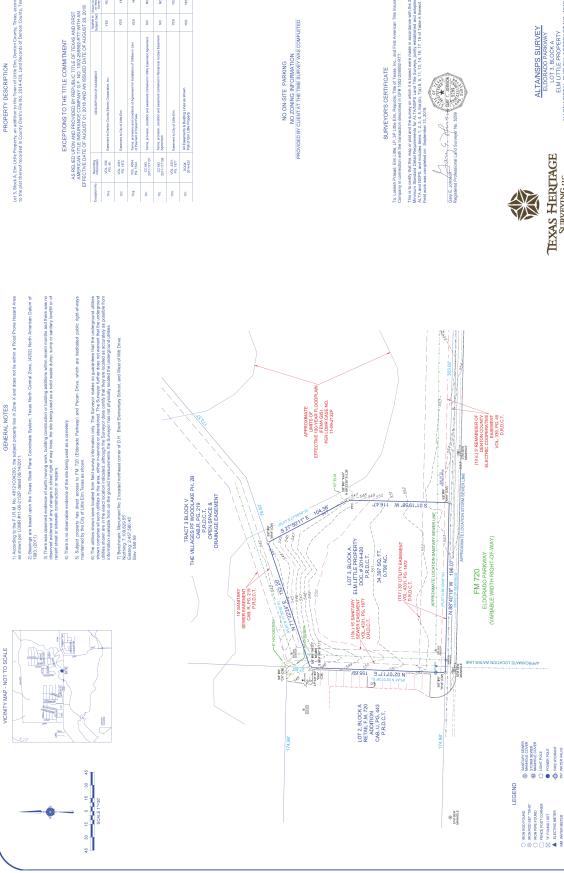
THENCE over and across said Lot 3, Block A the following courses and distance as follow:

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North 71 degrees 22 minutes 24 seconds East, a distance of 152.20 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

South 27 degrees 50 minutes 11 seconds East, a distance of 104.38 feet to a 5/8 inch rod with cap stamped "KHA" for corner;

THENCE South 01 degrees 19 minutes 58 seconds West, a distance of 116.47 feet to the POINT BEGINNING and containing 34,397 square feet or 0.790 acres of land.



Lot 3, Block A, Elm Little Property, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in County, Clerk's File No. 2014-420, Land Records of Denton County, Texas.

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101	VOL. 4351, PG. 1872	Easement to City of Little Elm.	YES	YES
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101	DOC# 2014-420	All Easements & Building Lines as shown Plat of Em Little Property	SJA	YES

# SURVEYOR'S CERTIFICATE

This is to certify that this map of part of the suvery owhich it is backed were make in accordance with the 270f This supervised Detail Requirements for ALTANESS Land Title Shawes, John petablished and adopted by ALT and NSES, and includes them: 1, 2, 4, 5, (6)(9); 7(9) 8, 9, 11, 13, 14, 16, 17, 19 of Table A thereof The And Andrew was completed on: September 1, 2, 2018.



ALTA/NSPS SURVEY

LOT 3. BLOCK A
ELM UTILE PROPERTY
ALLEN VESTAL SURVEY, ABSTRACT NO. 1312
A.W. ROBERTSON SURVEY, ABSTRACT NO. 1134
CITY OF LITTLE ELM, DENTON COUNTY, TEXAS

10610 Metric Drive, Suite 124, Dallas, TX 75243 Office 214;340-9700 Fax 214;340-9710 Ethneriage.com Firm #10169300

EXHIBIT B
3P Elm PD Ordinance

## 3P ELM SITE DEVELOPMENT PLANS

## TOWN OF LITTLE ELM, TEXAS

3P LITTLE ELM LLC 5431 BEACON HILL DR FRISCO, TEXAS 75034 PHONE: 214-838-4198 EMAIL: LOKESHP@HOTMAIL.COM

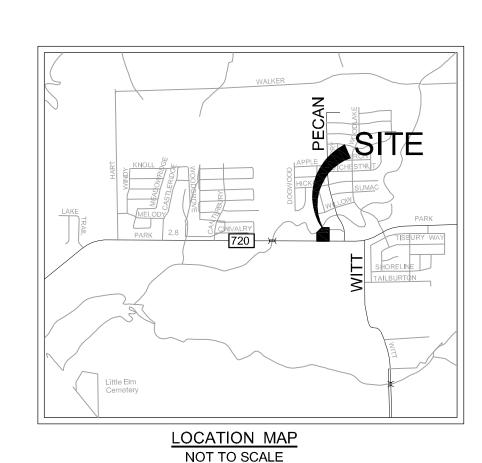
<u>CIVIL ENGINEER:</u> RAO VASAMSETTI, P.E. RAO VASAMSETH, P.E.
RAO'S CONSULTING ENGINEERS, LLC
P.O.BOX 592991
SAN ANTONIO, TX 78258
PHONE: 210-549-7557
EMAIL: RAO@RAOSENGINEERING.COM

ACRES: 0.79 ACRES

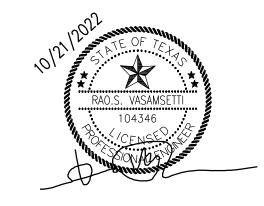
REVISION #

SUBMITTAL DATE: 01/27/2021

**LEGAL DESCRIPTION:** LOT 3, BLOCK A, ELM LITTLE PROPERTY, AN ADDITION TO THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2014-420, LAND RECORDS OF DENTON COUNTY, TEXAS.



Sheet List Table	
SHEET NUMBER	SHEET TITLE
C0.00	COVER SHEET
C1.00	DIMENSIONAL CONTROL PLAN
C1.10	PAVING PLAN
C1.20	FIRE PROTECTION PLAN
C2.00	GRADING PLAN
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C4.10	EROSION CONTROL DETAILS
C5.00	DETAIL SHEET
C5.10	DETAIL SHEET
C5.20	DETAIL SHEET
C5.30	DETAIL SHEET
C5.40	DETAIL SHEET
A4	ELEVATIONS
L1.0	LANDSCAPE NOTES & DETAILS
L2.0	LANDSCAPE PLAN



PRIMARY CONTACT PERSON: RAO VASAMSETTI, P.E.



DESCRIPTION	DATE	
		ĺ

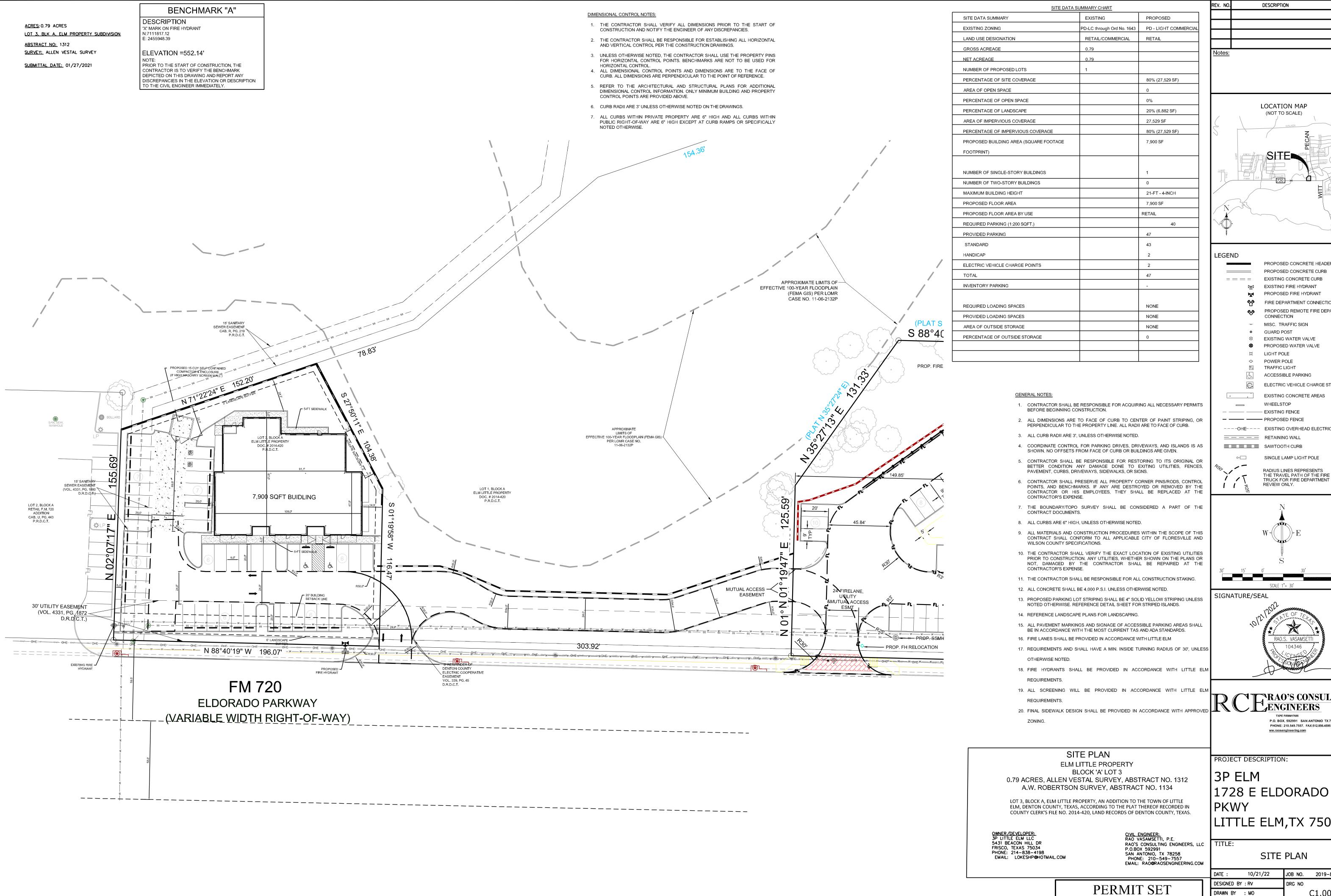
ww.raosengineering.com

PROJECT DESCRIPTION: 3P ELM 1728 E ELDORADO PKWY, LITTLE ELM, TX 75068

**COVER SHEET** 

DATE: 07/20/22 JOB NO. 2019-768 DESIGNED BY : RV C0.00 DRAWN BY : MO CHECKED BY : RV

PERMIT SET



## P.O. BOX. 592991 SAN ANTONIO TX 78258 ww.raosengineering.com

PHONE: 210.549.7557. FAX:512.856.4595

RAO.S. VASAMSET

RAO'S CONSULTING

DESCRIPTION

LOCATION MAP

(NOT TO SCALE)

PROPOSED CONCRETE HEADER CURB

PROPOSED REMOTE FIRE DEPARTMENT

ELECTRIC VEHICLE CHARGE STATION

EXISTING CONCRETE AREAS

PROPOSED CONCRETE CURB

EXISTING CONCRETE CURB

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

FIRE DEPARTMENT CONNECTION

EXISTING WATER VALVE ❷ PROPOSED WATER VALVE

CONNECTION

MISC. TRAFFIC SIGN

GUARD POST

POWER POLE

TRAFFIC LIGHT ACCESSIBLE PARKING

WHEELSTOP

----OHE---- EXISTING OVERHEAD ELECTRIC

REVIEW ONLY

SINGLE LAMP LIGHT POLE

RADIUS LINES REPRESENTS

THE TRAVEL PATH OF THE FIRE TRUCK FOR FIRE DEPARTMENT

- --- EXISTING FENCE

- PROPOSED FENCE

====== RETAINING WALL

SAWTOOTH CURB

SIGNATURE/SEAL

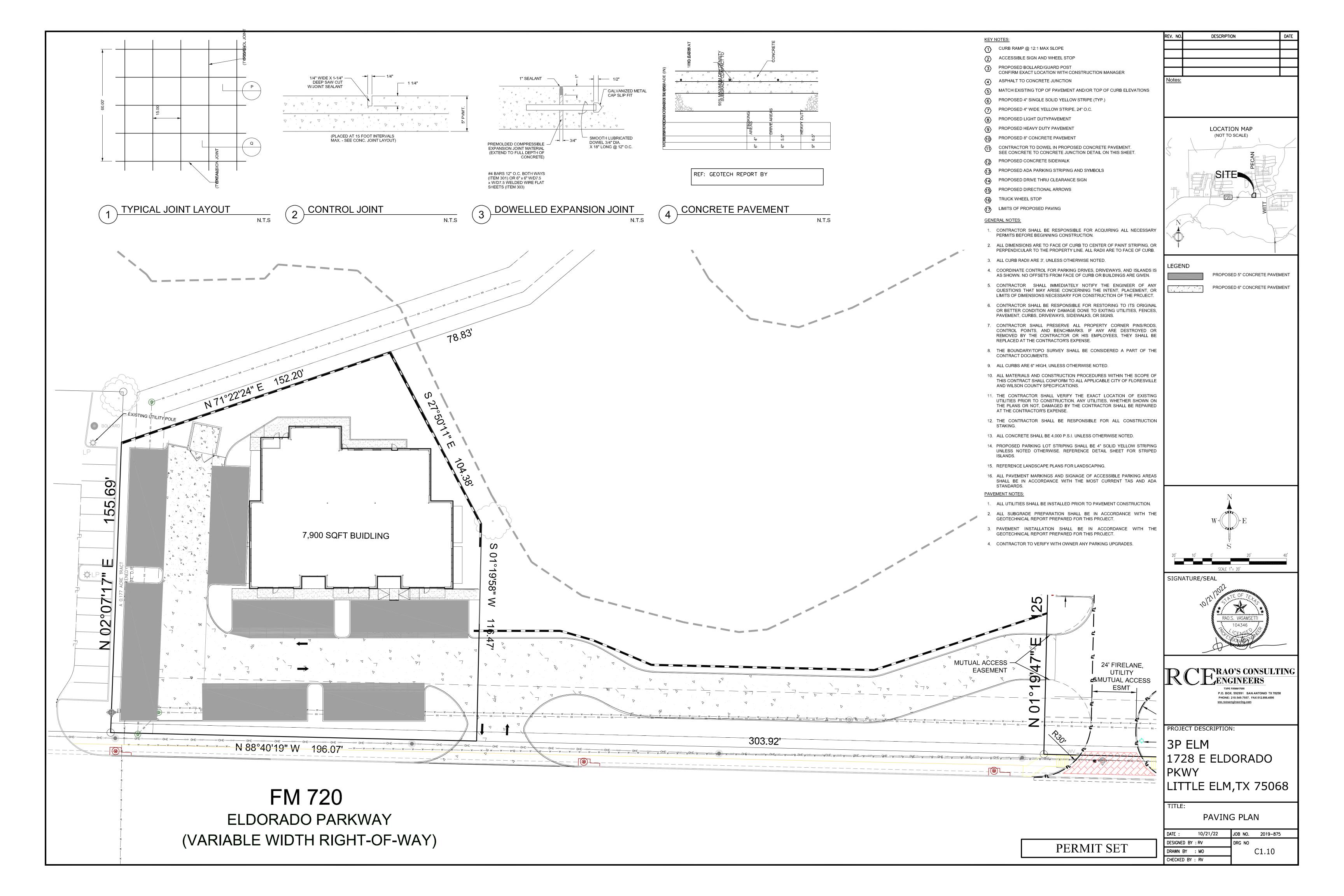
LEGEND

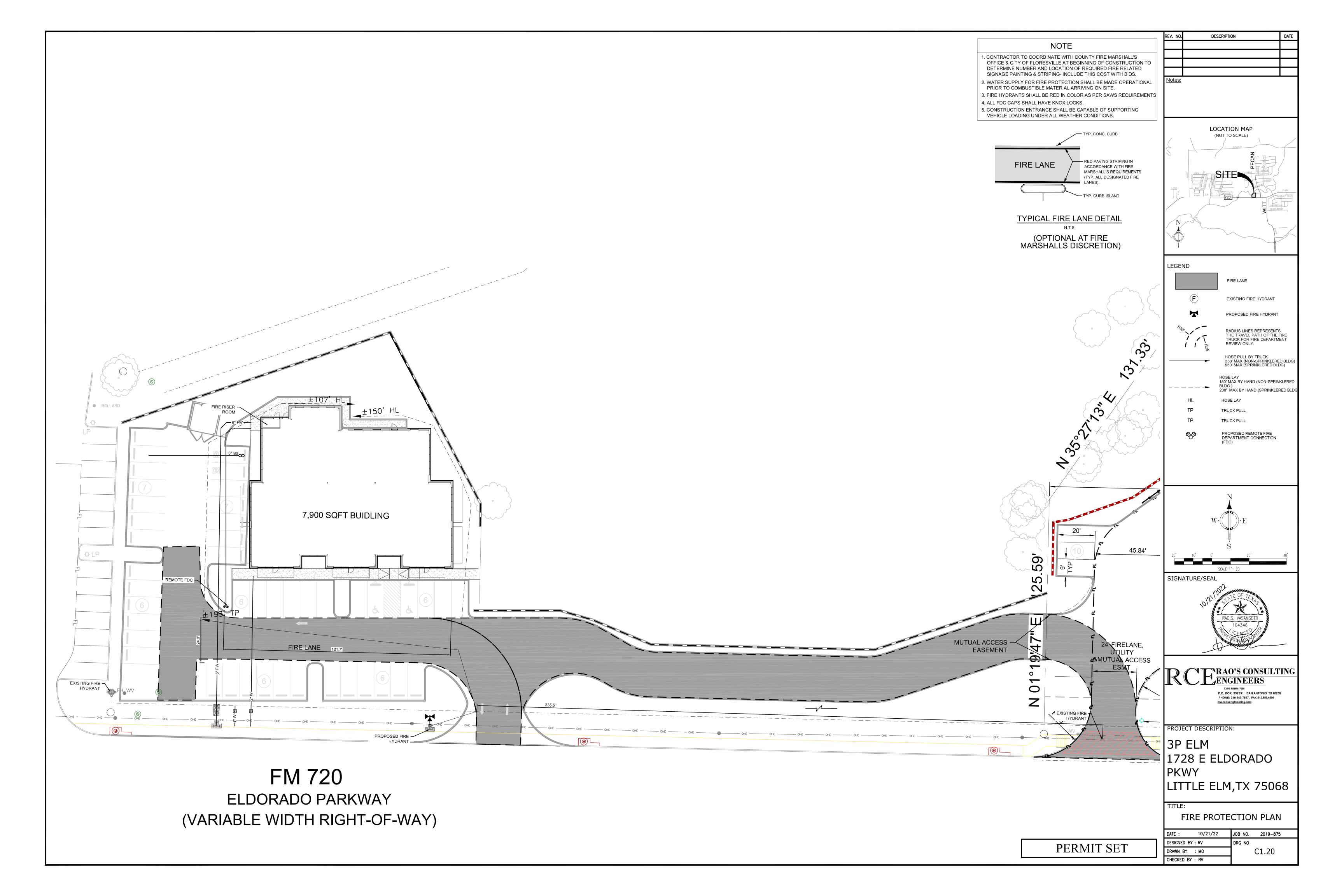
PROJECT DESCRIPTION:

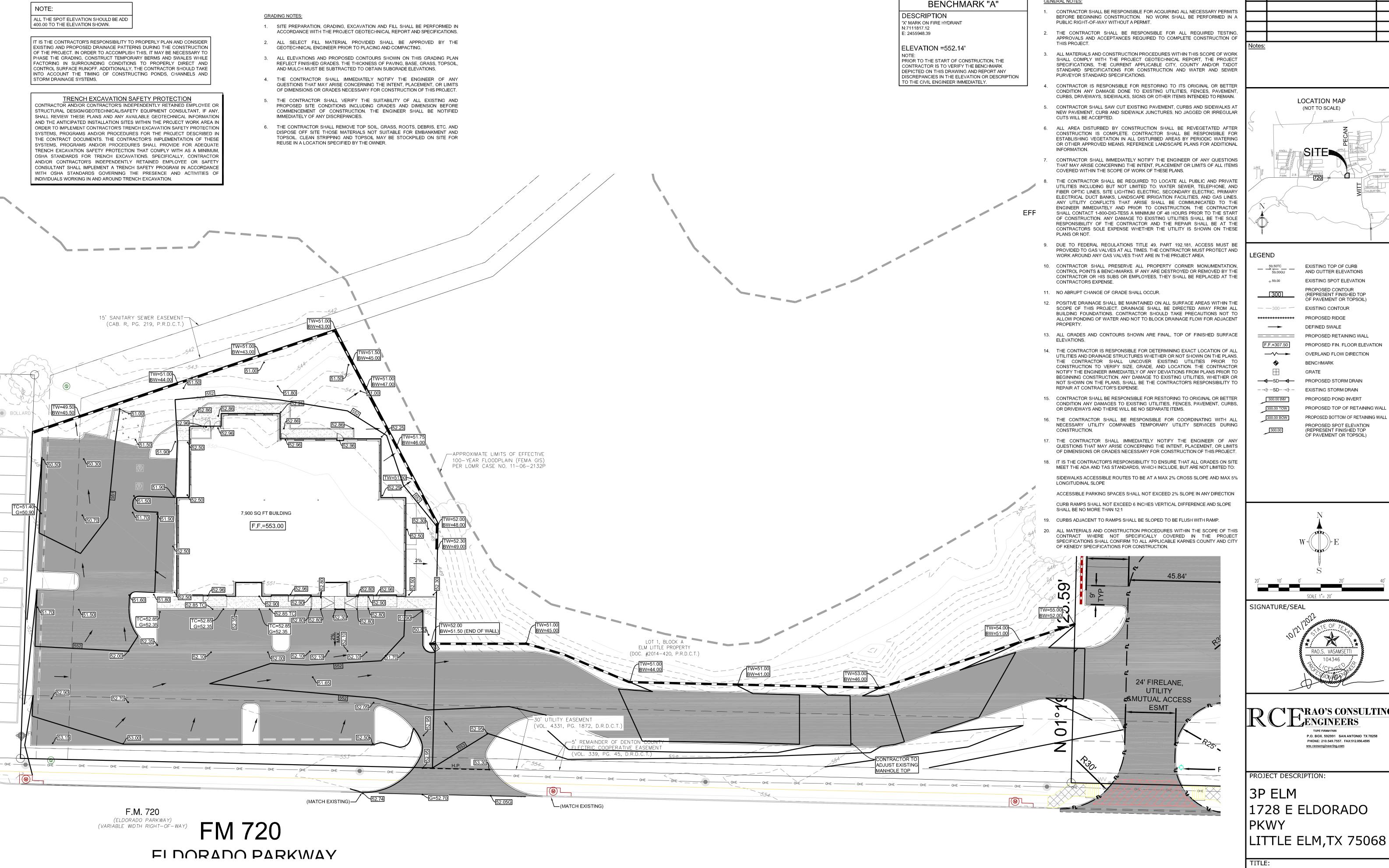
LITTLE ELM,TX 75068

SITE PLAN

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C1.00 DRAWN BY : MO CHECKED BY: RV







DESCRIPTION GENERAL NOTES:

> LOCATION MAP (NOT TO SCALE)

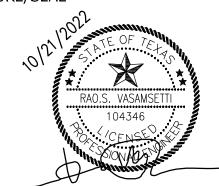
> > EXISTING SPOT ELEVATION PROPOSED CONTOUR (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)

EXISTING CONTOUR

DEFINED SWALE PROPOSED FIN. FLOOR ELEVATION OVERLAND FLOW DIRECTION

PROPOSED STORM DRAIN EXISTING STORM DRAIN

> PROPOSED BOTTOM OF RETAINING WALL PROPOSED SPOT ELEVATION (REPRESENT FINISHED TOP OF PAVEMENT OR TOPSOIL)



RAO'S CONSULTING ENGINEERS

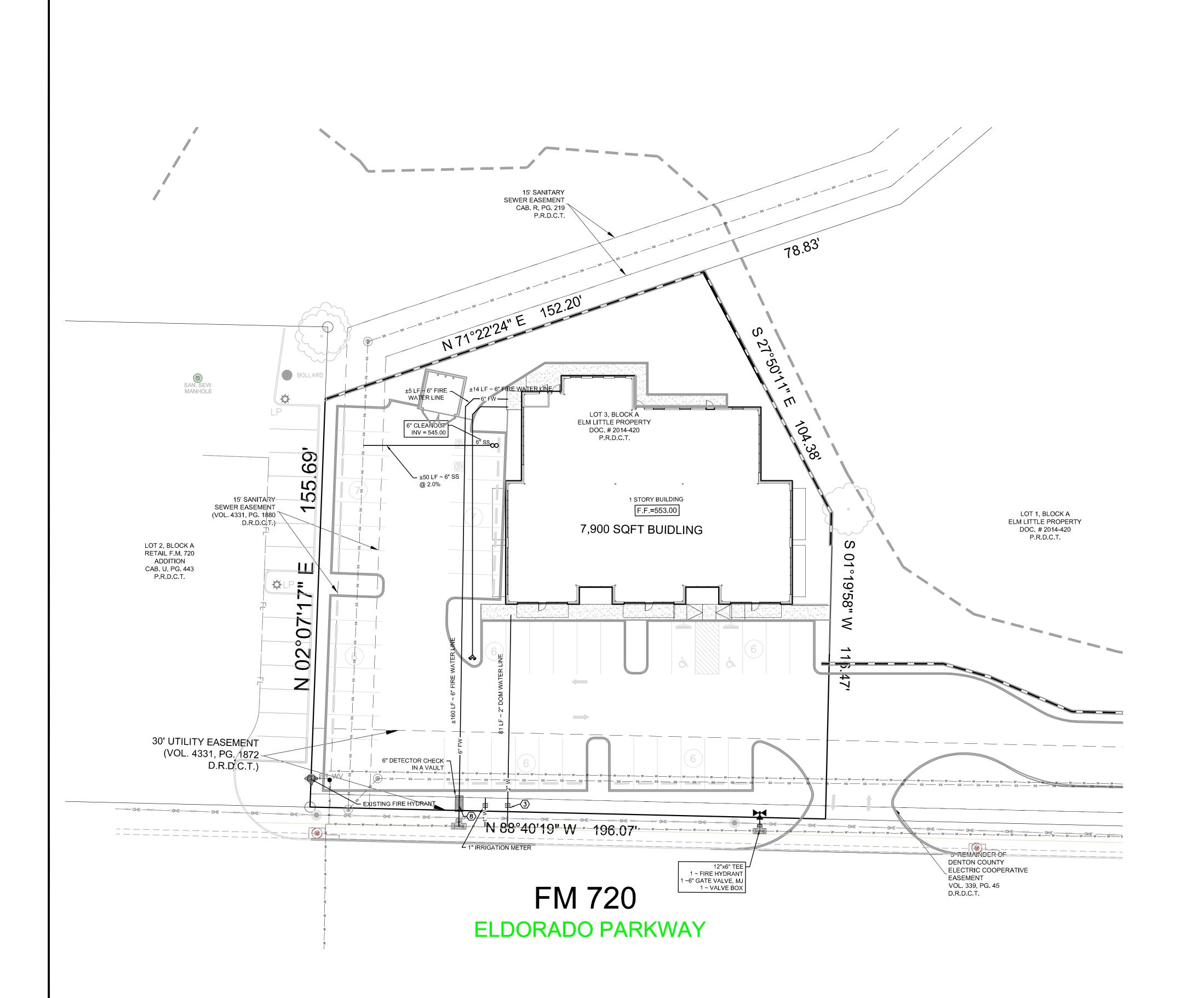
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

1728 E ELDORADO

GRADING PLAN

PERMIT SET

10/21/22 JOB NO. 2019-875 DESIGNED BY : RV C2.00 DRAWN BY : MO CHECKED BY: RV



## BENCHMARK "A"

DESCRIPTION 'X' MARK ON FIRE HYDRANT N 7111817 12

E: 2455948.39

ELEVATION =552.14'

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS TO VERIFY THE BENCHMARK DEPICTED ON THIS DRAWING AND REPORT ANY DISCREPANCIES IN THE ELEVATION OR DESCRIPTION TO THE CIVIL ENGINEER IMMEDIATELY.

## UTILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS BEFORE BEGINNING CONSTRUCTION. 2. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT SHALL CONFORM TO ALL APPLICABLE TOWN OF LITTLE ELM RULES AND REQUIREMENTS.

3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATELY ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES AS REQUIRED FOR CONSTRUCTION AND TO NOTIFY THE ENGINEER IMMEDIATELY OR ANY CONFLICTS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES,

WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR AT HIS EXPENSE. 4. CONTRACTOR SHALL VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES AND DRAINAGE SYSTEMS WHETHER OR NOT SHOWN PLANS.

ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION. 6. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS. CONTRACTOR TO NOTIFY ENGINEER OF ANY

CONFLICTS PRIOR TO CONSTRUCTION. 7. CONTRACTOR SHALL INSTALL ANDY BENDS, FITTINGS OR PIPE IN THE WATER LINE AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES (NOT SEPARATE PAY

8. NO WATER JETTING TO BACK FILL TRENCHES WILL BE ALLOWED ON THIS

9. REFERENCE ELECTRICAL PLANS FOR PARKING LOT AND SIGNAGE LIGHTING WHICH MAY BE IN THE SCOPE OF WORK. 10. REFERENCE LANDSCAPE, ELECTRICAL, AND OTHER PLANS FOR ADDITIONAL

11. SANITARY SEWER PIPE SIX INCHES (6") AND SMALLER SHALL BE SDR 40 CONFORMING TO ASTM D1785 AND INSTALLED PER SPECIFICATIONS. FITTINGS AND JOINTS SHALL CONFORM TO COMPATIBLE SDR 35 PIPE WITH THE EXCEPTION THAT SOLVENT CEMENT JOINTS SHALL NOT BE USED. 12. CONTRACTOR SHALL INSTALL THE SANITARY SEWER SYSTEM OUTSIDE OF THE BUILDING IN ACCORDANCE WITH PROCEDURES SPECIFIED BY THE LOCAL

PLUMBING CODE. FOR PROJECTS WITHIN THE CITY LIMITS, THE LINE SHALL BE INSPECTED BY THE CITY INSPECTOR. 13. WHEN SEWER LINES ARE INSTALLED IN THE VICINITY OF WATER MAINS, SUCH INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE TEXAS DEPARTMENT OF HEATH RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS (1988 OR ANY REVISIONS THERETO).

14. DUE TO FEDERAL REGULATIONS TITLE 49, PARK 192.181, LDC GAS COMPANY MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA. 15. ALL SPOIL AND OTHER UNSUITABLE MATERIAL FROM THIS WORK SHALL BE

REMOVED FROM THE SITE BY THE CONTRACTOR AT THIS EXPENSE. 16. ALL SERVICES ARE BROUGHT TO WITHIN 5' OF THE BUILDING. CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST TO CONNECT SERVICES TO THE BUILDING WHETHER OR NOT SHOWN ON THE PLANS. 17. CLEAN OUTS AND VALVE BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE

PLUMBING CODE AND AS DIRECTED BY THE PLUMBING INSPECTOR. ALL CLEAN OUT AND VALVE BOX TOPS SHALL BE INSTALLED AT LEAST 2" ABOVE FINISHED GRADE OUTSIDE PAVEMENT AND FLUSH WITH FINISHED GRADE WITHIN THE PAVEMENT AREAS.

18. CONTRACTOR TO CONTACT UTILITY COMPANY TO VERIFY MATERIALS TO BE USED FOR SERVICES AND CONNECTIONS.

## 19. 2-INCH (2") DOMESTIC WATER LINE TO BE PVC SCHEDULE 40.

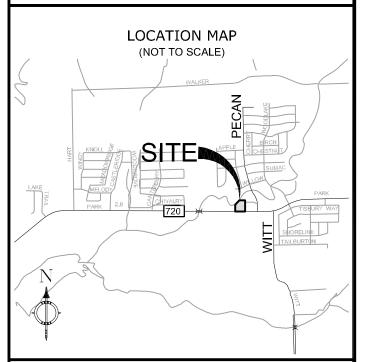
## KEY NOTES:

CONDUITS REQUIRED.

- CONTRACTOR TO REFERENCE MEP DRAWINGS FOR CONTINUATION OF UTILITIES INTO BUILDING.
- 2) CONTRACTOR TO VERITY LOCATION AND DEPTH OF EXISTING WATER LINE PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCY.
- CONTRACTOR TO INSTALL 1 1/2-INCH DOMESTIC WATER LINE, WHICH SHALL BE CONSTRUCTED OF C900 PVC, AND TO CONNECT TO EXISTING WATER LINE WITH A TAPPING SLEEVE AND VALVE. SEE DETAIL SHEET FOR WATER SERVICE CONNECTION DETAIL.
- PROPOSED UNDERGROUND POWER.
- 5 LOCATION TO EXISTING 4-INCH GAS MAIN APPROXIMATE AND NOT FIELD VERIFIED. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING GAS MAIN PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS.
- (6) CONTRACTOR TO COORDINATE GAS INSTALLATION WITH
- CONTRACTOR TO INSTALL PROPOSED 2 ½" GAS LINE AND CONNECT TO EXISTING GAS MAIN.
- (8) CONTRACTOR TO INSTALL 1-INCH IRRIGATION WATER LINE AND METER. REFER TO IRRIGATION PLANS FOR BACKFLOW PREVENTOR AND CONTINUATION

Notos	

DESCRIPTION



- <- -SD- - <- EXISTING STORM DRAIN - <- -SS- - <- EXISTING SANITARY SEWER LINE

----- W----- EXISTING WATER LINE ----GAS----- EXISTING GAS LINE -----OT----- EXISTING OVERHEAD TELEPHONE

-----UT----- EXISTING UNDERGROUND TELEPHONE ----OHE---- EXISTING OVERHEAD ELECTRIC

-----UE----- EXISTING UNDERGROUND ELECTRIC PROPOSED DOMESTIC WATER LINE

----- | ------ PROPOSED IRRIGATION LINE

→ SS PROPOSED SANITARY SEWER LINE PROPOSED STORM DRAIN 

PROPOSED FIRE LINE THRUST BLOCKING

> EXISTING ELECTRIC METER EXISTING CLEAN-OUT

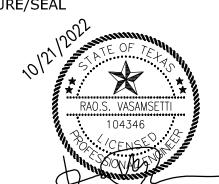
EXISTING WATER VALVE EXISTING WATER METER PROPOSED WATER METER

EXISTING FIRE HYDRANT PROPOSED FIRE HYDRANT PROPOSED FIRE DEPARTMENT CONNECTION

PROPOSED REMOTE FIRE DEPARTMENT CONNECTION

EXISTING LIGHT POLE

SIGNATURE/SEAL



CONTRACTOR TO VERIFY EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

REFER TO MEP PLANS FOR SLEEVES/CONDUITS FOR PARKING LOT LIGHTS, AND COMMUNICATIONS TO PROPOSED MENU BOARD. CONTRACTOR TO ENSURE THERE ARE NOT CONFLICTS BETWEEN LIGHT

POLE BASES AND ANY UTILITIES. UTILITY CONTRACTORS TO CONTACT PUBLIC UTILITY COMPANIES AND CITY OF FLORESVILLE TO CONFIRM WHAT IS NEEDED FOR A COMPLETE TURNKEY FINAL PRODUCT FOR THIS BID.

TRENCH EXCAVATION SAFETY PROTECTION CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE C STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY EQUIPMENT CONSULTANT, IF AN SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED I THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

PERMIT SET

RAO'S CONSULTING ENGINEERS

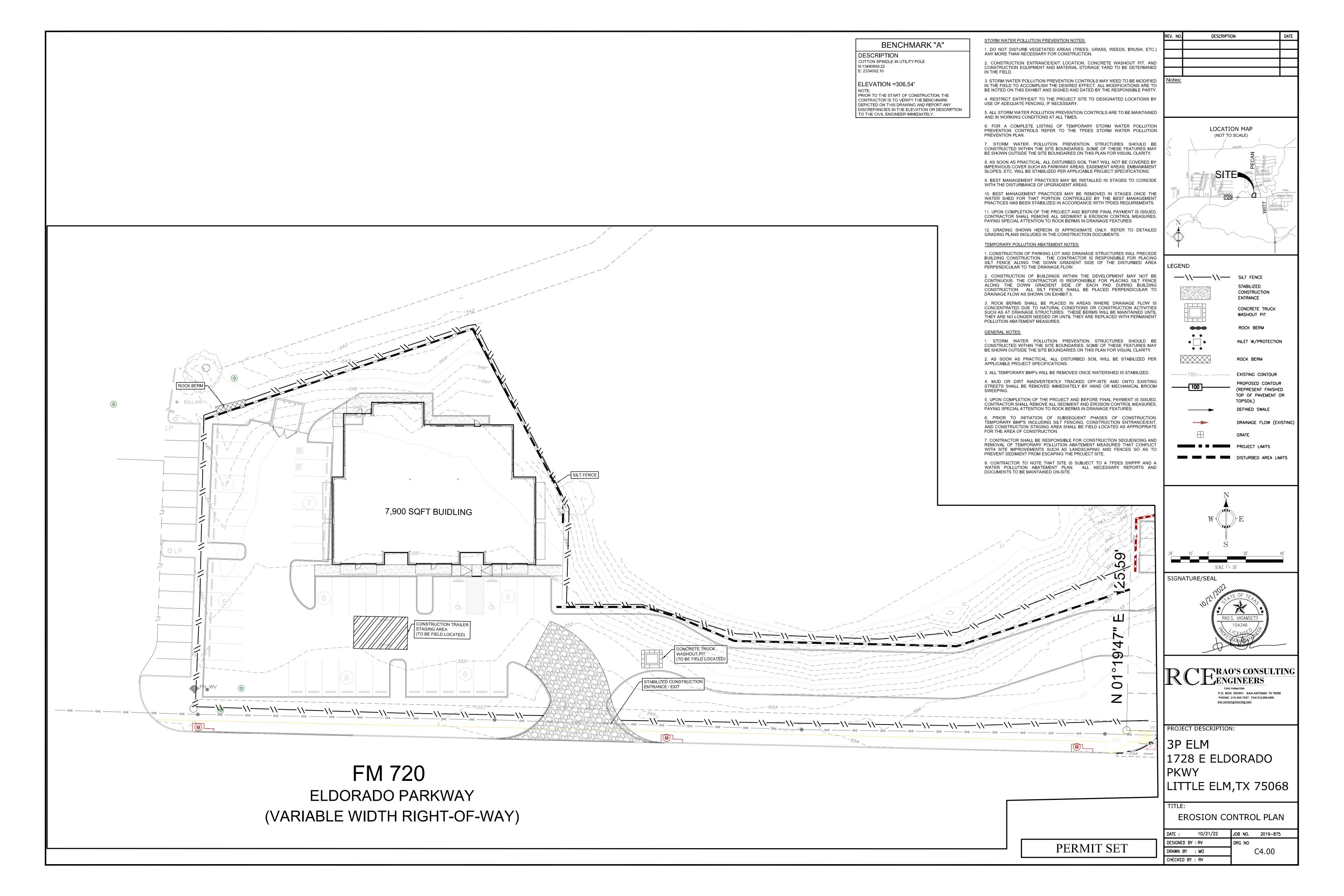
> P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

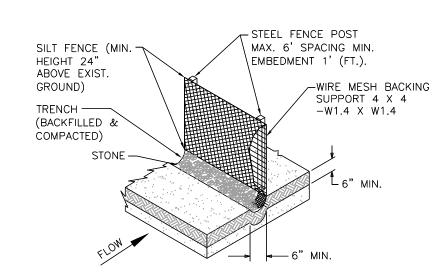
PROJECT DESCRIPTION:

3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

UTILITY PLAN

JOB NO. 2019-875 10/21/22 DESIGNED BY : RV C3.00 DRAWN BY : MO CHECKED BY: RV





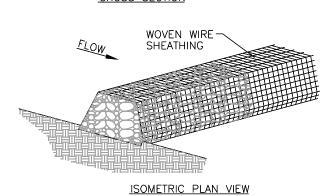
- SILT FENCE NOTES:
- .) STEEL POSTS, WHICH SUPPORT THE SILT FENCE, SHOULD BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1-FOOT DEEP.
- 2.) LAY OUT FENCING DOWN-SLOPE OF DISTURBED AREA, FOLLOWING THE CONTOUR AS CLOSELY AS POSSIBLE. THE FENCE SHOULD BE SITED SO THAT THE MAXIMUM DRAINAGE AREA IS 1/4 ACRE/100 FEET OF FENCE.
- .) THE TOE OF THE SILT FENCE SHOULD BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWN-SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED

IN (E.G., PAVEMENT OR ROCK OUTCROP), WEIGHT FABRIC FLAP WITH 3 INCHES OF

PEA GRAVEL ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.

- .) THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED
- 5.) SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. THERE SHOULD BE A 3-FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF
- .) INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
- 8.) REPLACE ANY TORN FABRIC OR INSTALL A SECOND LINE OF FENCING PARALLEL TO THE TORN SECTION 6.
- D.) REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY. IF A SECTION OF FENCE IS OBSTRUCTING VEHICULAR ACCESS, CONSIDER RELOCATING IT TO A SPOT WHERE IT WILL PROVIDE EQUAL PROTECTION, BUT WILL NOT OBSTRUCT VEHICLES. A TRIANGULAR FILTER DIKE MAY BE PREFERABLE TO A SILT FENCE AT COMMON VEHICLE ACCESS POINTS.
- ).) WHEN CONSTRUCTION IS COMPLETE, THE SEDIMENT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CAUSE ADDITIONAL SILTATION AND THE PRIOR LOCATION OF THE SILT FENCE SHOULD BE REVEGETATED. THE FENCE ITSELF SHOULD BE DISPOSED OF IN A APPROVED LANDFILL.
- .) DESIGNATED SILT FENCE CONSIST OF THE FOLLOWING: GEOTECHNICAL FILTER FABRIC, STRETCHED AND SECURED TO THREE FOOT HIGH WIRE FENCING AND SUPPORTED BY STEEL POSTS AT A MAXIMUM SPACING OF 6 FEET. THE BOTTOM 6 INCHES OF FABRIC
- 2.) MAINTENANCE AND INSPECTIONS SHALL BE AS DESIGNATED IN THE STORM WATER POLLUTION PREVENTION PLAN.

─ WOVEN WIRE SHEATHING └3 TO 4 INCHES CROSS SECTION



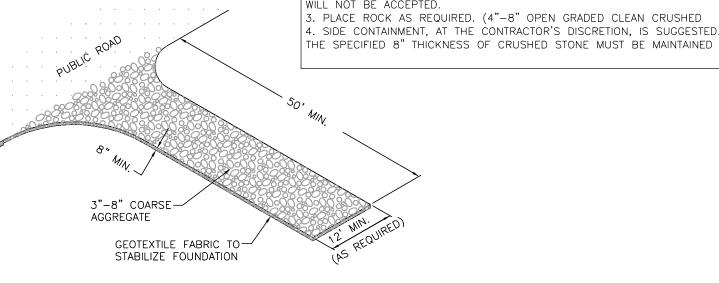
- ROCK BERM NOTES THE BERM STRUCTURE SHOULD BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE DIAMETER OF 20 GAUGE GALVANIZED AND SHOULD BE
- CLEAN, OPEN GRADED 3 TO 5 INCH DIAMETER ROCK SHOULD BE USED, EXCEPT IN AREAS WHERE HIGH VELOCITIES OR LARGE VOLUMES OF FLOW ARE EXPECTED, WHERE 5 TO 8 INCH DIAMETER ROCKS MAY BE USED.

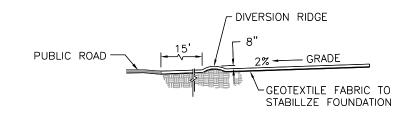
SECURED WITH SHOAT RINGS.

- BERM SHOULD HAVE A TOP WIDTH OF 2 FEET MINIMUM WITH SIDE SLOPES BEING 2:1 (H:V) OR FLATTER. HEIGHT OF ROCK BERM SHALL NOT BE LESS THAN 18".
- WRAP THE WIRE SHEATHING AROUND THE ROCK AND SECURE WITH TIE WIRE SO THAT THE ENDS OF THE SHEATHING OVERLAP AT LEAST 2 INCHES, AND THE BERM RETAINS ITS SHAPE WHEN WALKED UPON.
- 5. THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
- BERM SHALL BE INSTALLED PERPENDICULAR TO DIRECTION OF
- INSPECTION SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL. FOR INSTALLATIONS IN STREAMBEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
- REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES. DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER THAT WILL NOT CAUSE ANY ADDITIONAL SILTATION.
- 9. THE BERM SHOULD BE RESHAPED AND REPAIRED AS NEEDED DURING INSPECTION.
- 10. THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE,
- 11. THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SITE

STABILIZED CONSTRUCTION ENTRANCE (S. C. E.)

INSTALLATION of CONSTRUCTION ENTRANCE: . CLEAR THE AREA OF DEBRIS, ROCKS, OR PLANTS THAT WILL INTERFERE WITH INSTALLATION. . GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE S.C.E. ONTO A PUBLIC STREET WILL NOT BE ACCEPTED.





(1) AVOID CURVES ON PUBLIC ROADS AND STEEP SLOPES. REMOVE VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE CROWN FOUNDATION FOR POSITIVE DRAINAGE. (2) THE MINIMUM WIDTH OF THE ENTRANCE/EXIT SHOULD BE 12 FEET OR THE FULL WIDTH OF EXIT ROADWAY, WHICHEVER IS GREATER.

(3) THE CONSTRUCTION ENTRANCE SHOULD BE AT LEAST 50 FEET LONG.

(4) IF THE SLOPE TOWARD THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6 TO 8 INCHES HIGH WITH 3:1 (H:V) SIDE SLOPES, ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE ENTRANCE TO DIVERT

(5) PLACE GEOTEXTILE FABRIC AND GRADE FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET CONDITIONS ARE ANTICIPATED.

(6) PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPE FOR

(7) DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT TRAP OR BASIN. (8) INSTALL PIPE UNDER PAD AS NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE

COMMON TROUBLE POINTS: (1) INADEQUATE RUNOFF CONTROL-SEDIMENT WASHES ONTO PUBLIC ROAD.

(2) STONE TOO SMALL OR GEOTEXTILE FABRIC ABSENT, RESULTS IN MUDDY CONDITION AS STONE IS PRESSED

(3) PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC-EXTEND PAD BEYOND THE MINIMUM 50 FOOT LENGTH

(4) PAD NOT FLARED SUFFICIENTLY AT ROAD SURFACE, RESULTS IN MUD BEING TRACKED ON TO ROAD AND POSSIBLE DAMAGE TO ROAD. (5) UNSTABLE FOUNDATION - USE GEOTEXTILE FABRIC UNDER PAD AND/OR IMPROVE FOUNDATION DRAINAGE. INSPECTION AND MAINTENANCE GUIDELINES:

) THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION, WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. (2) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.

(3) WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ŘIĞHT−OF−WAY. (4) WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

PLAN VIEW

to coarse gravel (0.31 to 0.75 inch diameter).

• Sand shall <u>NOT</u> be used to fill the filter bags.

exceeding 70%.

(5) ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING

• The filter bag material shall be made of polypropylene, polyethylene

Mullen burst strength exceeding 300 psi and ultraviolet stability

• The filter bag shall be filled with clean, medium (washed pea gravel)

GRAVEL FILTER BAG DETAIL

or polyamide woven fabric, min. unit weight of 4 ounces/sy, have a

SECTION A-A

## STABILIZED CONSTRUCTION NOT TO SCALE INSTALLATION:

GENERAL NOTES:

• DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE. WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY

SECTION A-A

<u>Plan view</u>

- ACCESSIBLE TO CONSTRUCTION TRAFFIC.
- WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER
- LOCATE WASHOUT AREA AT LEAST 50 FEET FROM SENSITIVE FEATURES, STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
- TEMPORARY CONCRETE WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.

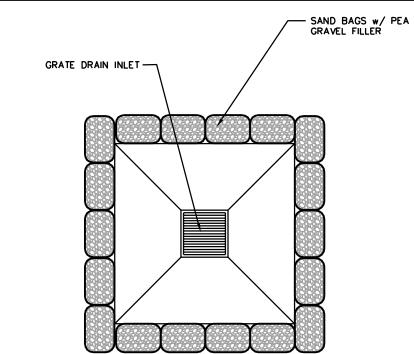
MATERIALS:

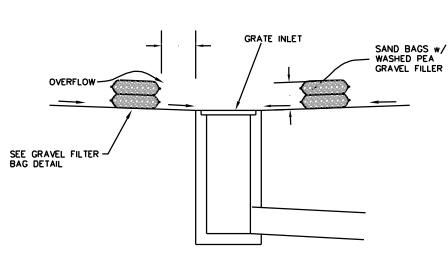
• PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

MAINTENANCE:

- WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF.
- MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF.
- HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE TRUCK WASHOUT PIT



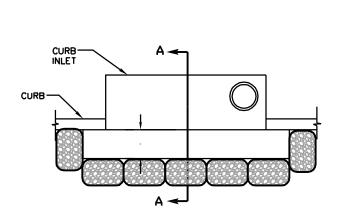


- 1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
- 2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

- 1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
- 2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
- 3) Check placement of device to prevent gaps between device
- 4) Inspect filter fabric and patch or replace if torn or missing.
- 5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

BAGGED GRAVEL GRATE INLET PROTECTION



GENERAL NOTES:

- 1) The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around inlets.
- 2) The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

INSPECTION AND MAINTENANCE GUIDELINES:

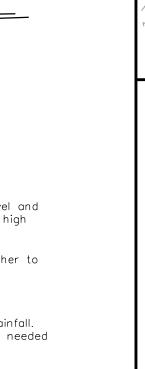
- 1) Inspection should be made weekly and after each rainfall. Repair or replacement should be made promptly as needed by the contractor.
- 2) Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a matter that it will not erode.
- 3) Check placement of device to prevent gaps between device and curb.
- 5) Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

4) Inspect filter fabric and patch or replace if torn or missing.

BAGGED GRAVEL CURB INLET PROTECTION

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SEE GRAVEL FILTER -BAG DETAIL



LOCATION MAP (NOT TO SCALE)

DESCRIPTION

LEGEND

SIGNATURE/SEAL

TRAO'S CONSULTING P.O. BOX. 592991 SAN ANTONIO TX 78258 PHONE: 210.549.7557. FAX:512.856.4595 ww.raosengineering.com

PROJECT DESCRIPTION:

3P ELM 1728 E ELDORADO LITTLE ELM,TX 75068

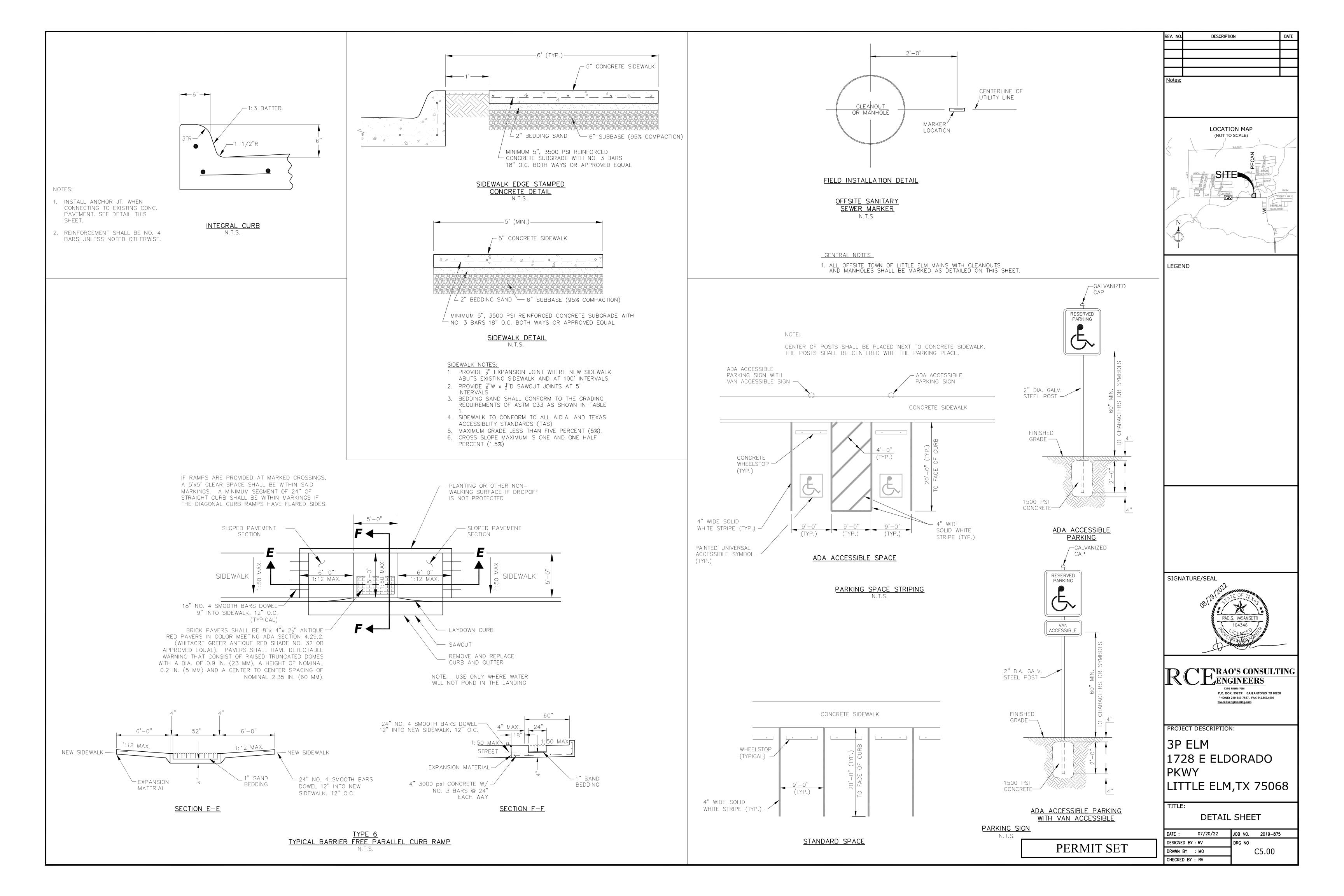
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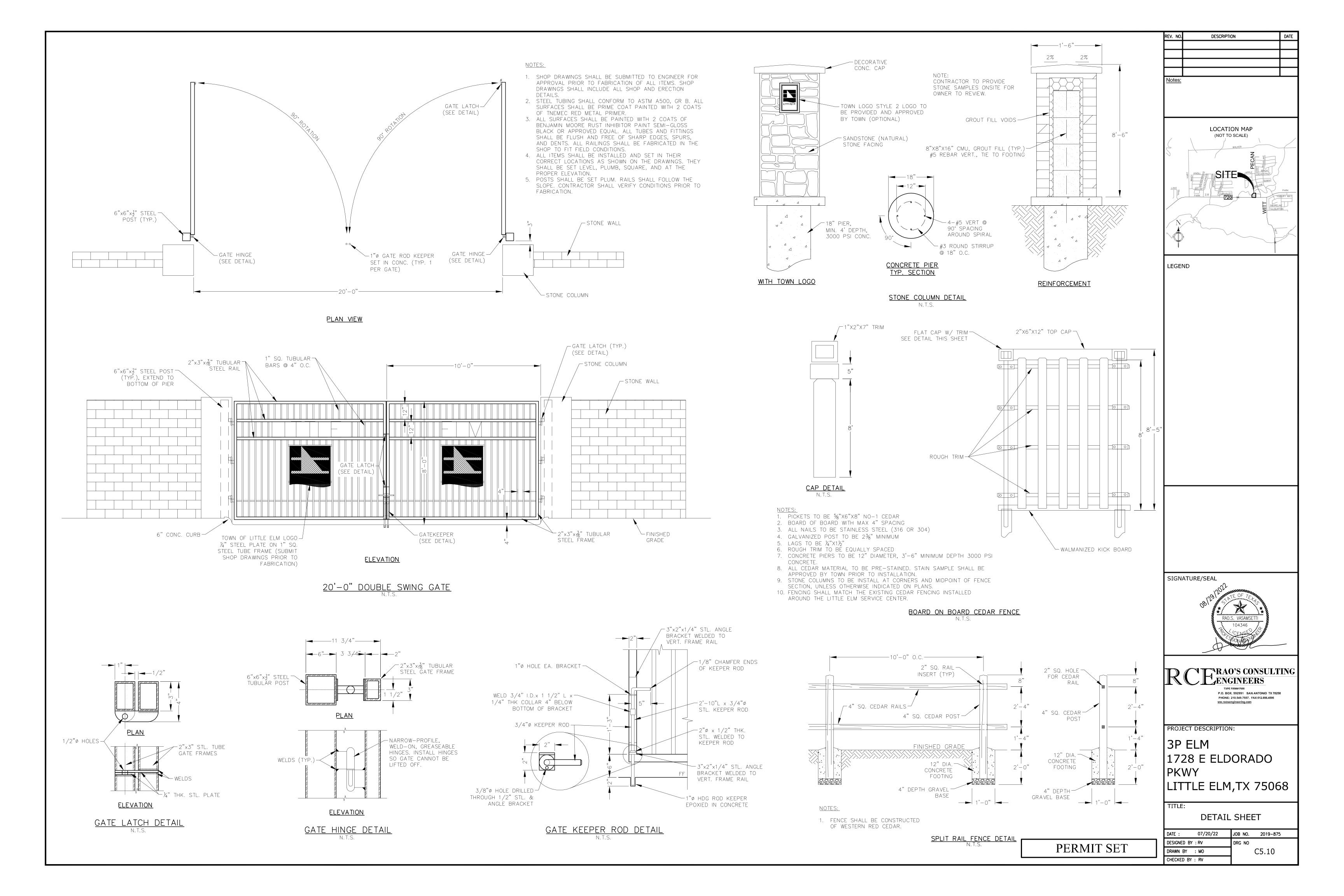
**EROSION CONTROL DETAILS** 

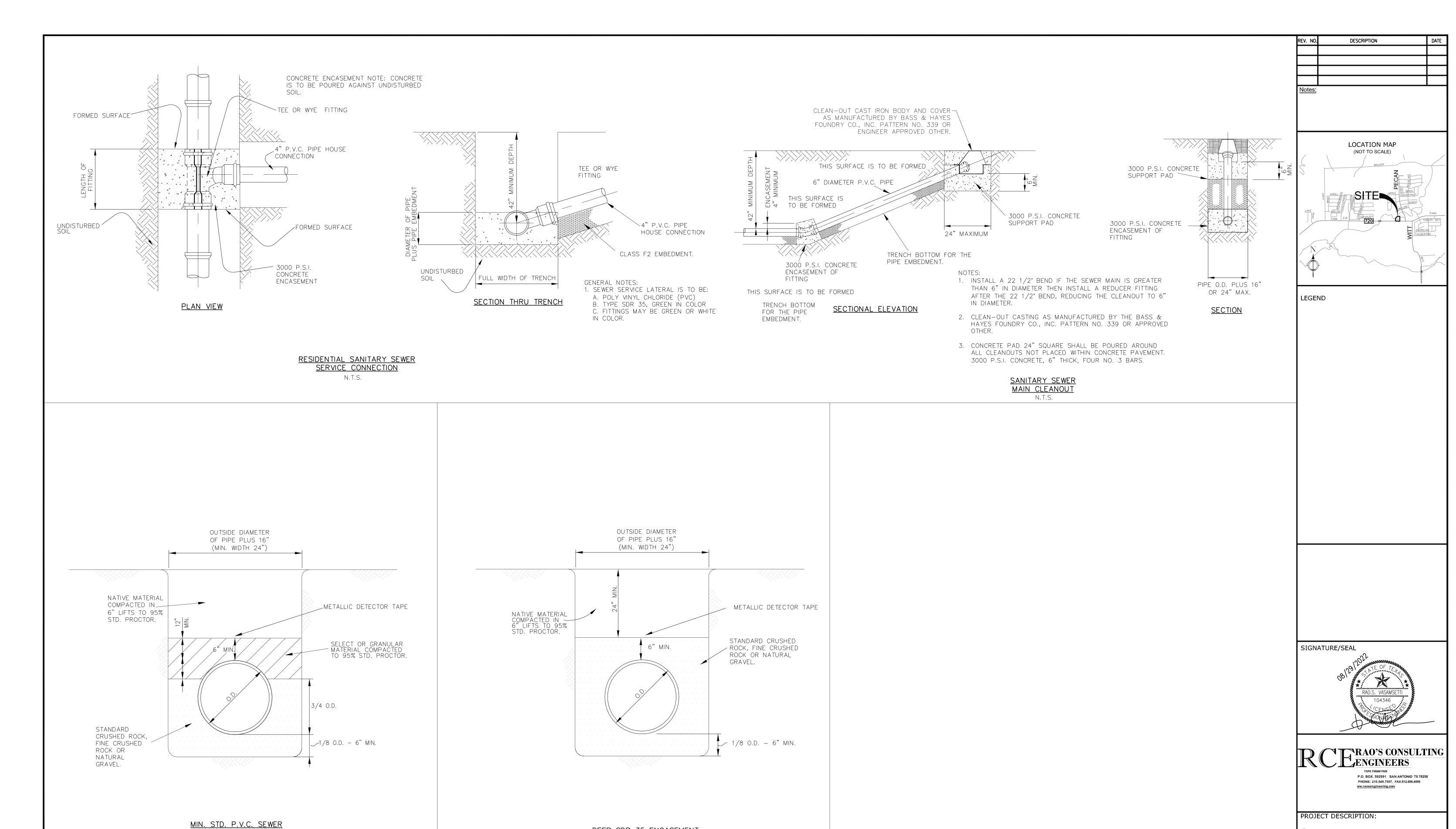
DATE: 07/20/22 JOB NO. 2019-875 DESIGNED BY : RV C4.10 DRAWN BY : MO CHECKED BY: RV

PERMIT SET

SECTION A-A







DEEP SDR 35 ENCASEMENT

CLASS LE5 EMBEDMENT

CLASS LE2 EMBEDMENT
N.T.S.

3P ELM 1728 E ELDORADO PKWY LITTLE ELM,TX 75068

TITLE:

**DETAIL SHEET** 

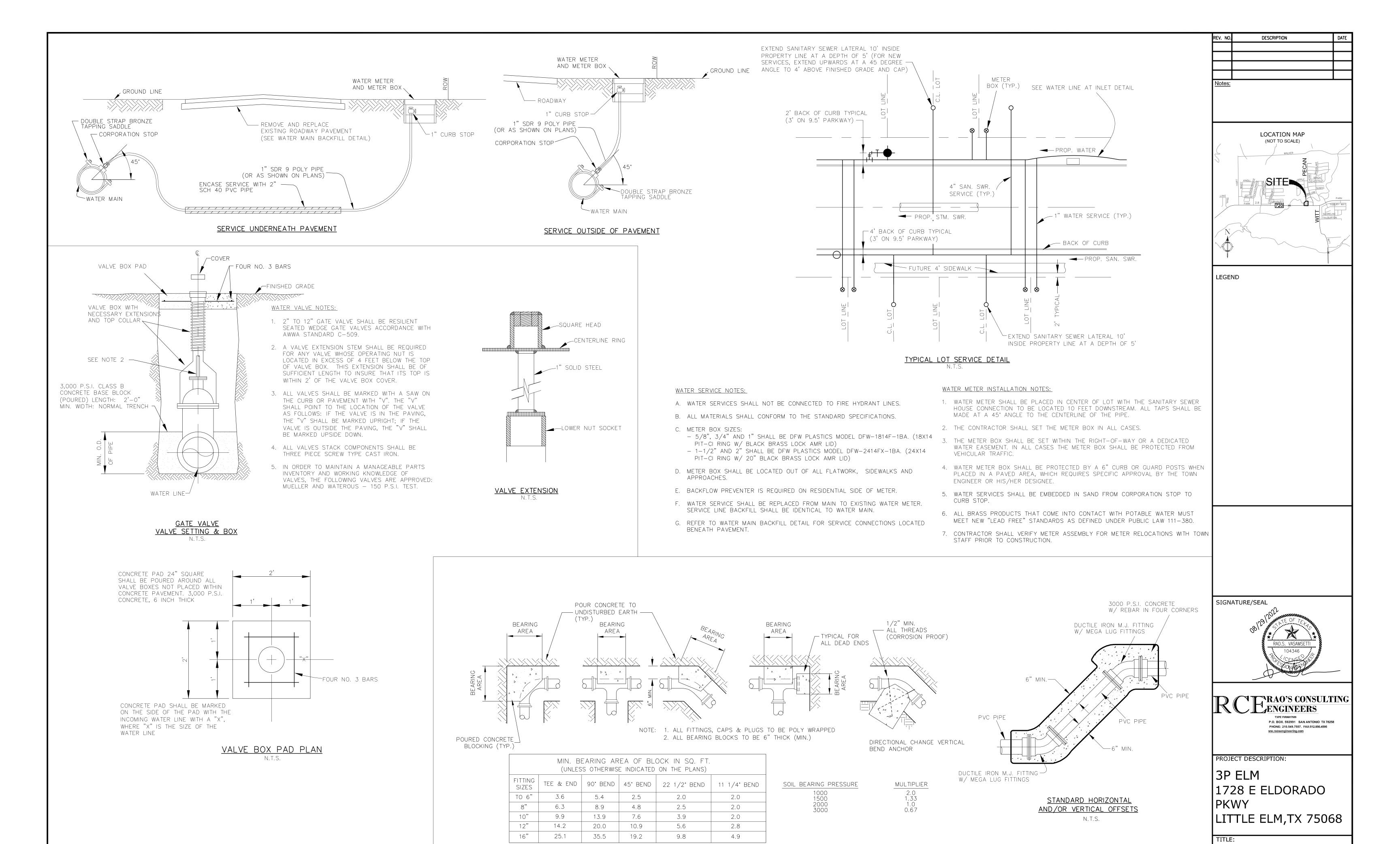
DATE: 07/20/22 JOB NO. 2019-875

DESIGNED BY: RV DRG NO

DRAWN BY: MO C5.20

CHECKED BY: RV

PERMIT SET



WATER MAIN THRUST BLOCKING

N.T.S.

PERMIT SET

DATE: 07/20/22

DESIGNED BY: RV

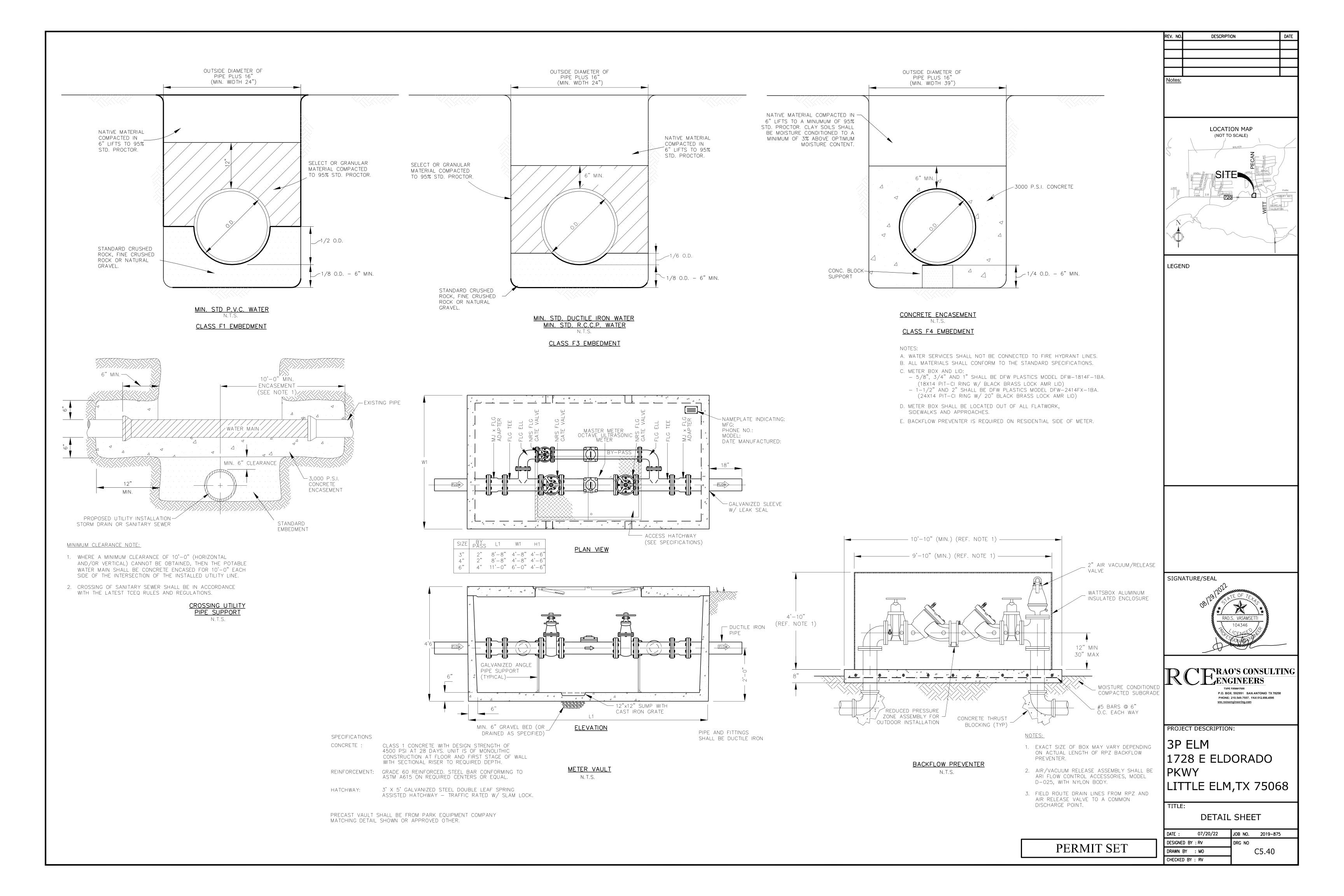
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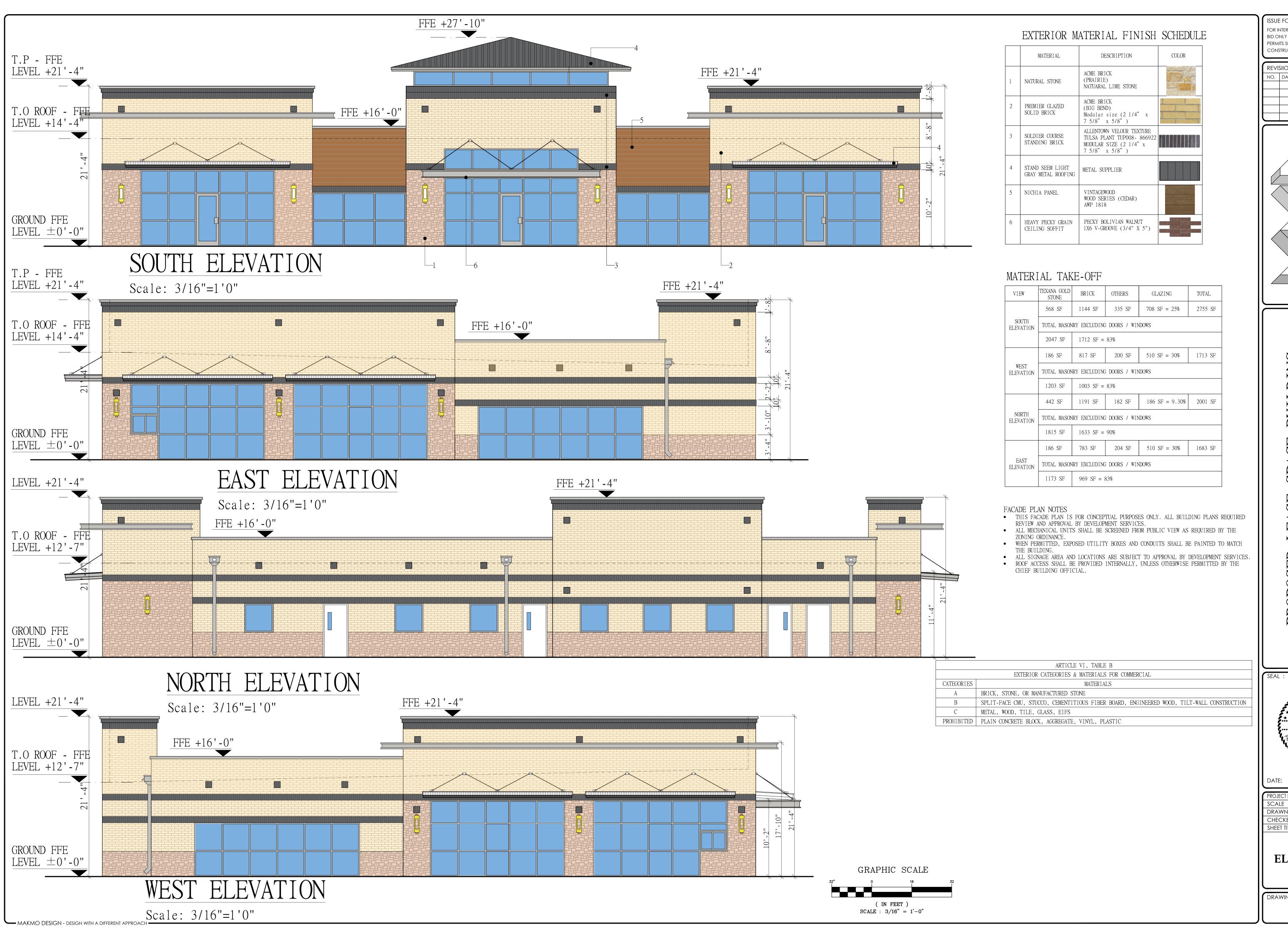
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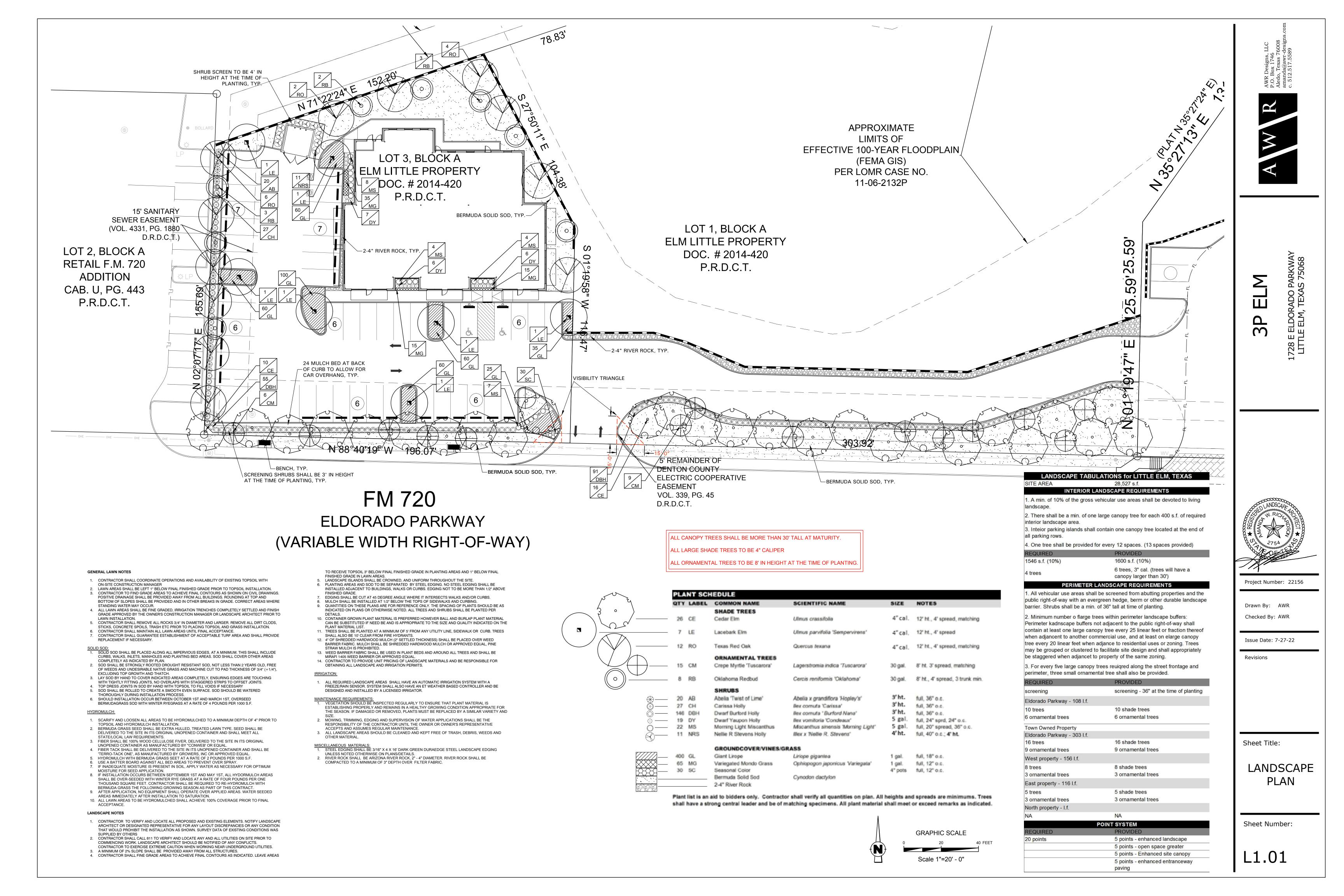
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#### PART 1 - GENERAL

1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR.

- A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING
- 1.2 REFERENCE DOCUMENTS A. REFER TO LANDSCAPE PLANS, NOTES, SCHEDULES AND DETAILS FOR ADDITIONAL REQUIREMENTS
- 1.3 SCOPE OF WORK / DESCRIPTION OF WORK
- A. WORK COVERED BY THESE SECTIONS INCLUDES: FURNISH ALL SUPERVISIONS, LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED TO COMPLETE THE WORK COVERED IN CONJUNCTION WITH THE LANDSCAPING COVERED IN LANDSCAPE PLANS
- AND SPECIFICATIONS INCLUDING: PLANTING (TREES, SHRUBS, GRASSES)
- 1. BED PREP AND FERTILIZATION
- NOTIFICATION OF SOURCES WATER AND MAINTENANCE UNTIL ACCEPTANCE
- B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK. INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
- C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF AL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK
- A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN
- ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTUTUTE (Z60.1) - PLANT MATERIAL B. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE; 1942
- EDITION OF STANDARDIZED PLANT NAMES. C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS
- A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL. MULCH. BED MIX. GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.
- B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA. C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED. FOR ANY PLANT MATERIAL NOT
- AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION. 1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING
- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.
- B. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS. DRIVES AND CURBS, ALL AREAS TO RECEIVE SOLID SOD SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS. DRIVES AND CURBS. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK
- C. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.
- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.
- B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY ERADICATED TO MINIMIZE RE-GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

#### 1.8 MAINTENANCE AND GUARANTEE

- A. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL FINAL ACCEPTANCE BY OWNER.
- B. NO TREES, GRASS, GROUNDCOVER OR GRASS WILL BE ACCEPTED UNLESS THEY SHOW HEALTHY GROWTH AND SATISFACTORY FOLIAGE CONDITIONS. C. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS CULTIVATION, WEED SPRAYING, EDGING, PRUNING OF TREES, MOWING OF
- GRASS, CLEANING UP AND ALL OTHER WORK NECESSARY FOR MAINTENANCE. D. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE

- SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION. AN ON SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.
- E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. F. REMOVE DEAD, UNHEALTHY AND UNSIGHTLY PLANTS DURING WARRANTY
- G. REMOVE GUYING AND STAKING MATERIALS AFTER ONE YEAR H. ALL LANDSCAPE MUST BE MAINTAINED AND GRASS MOWED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER. REMOVE CLIPPINGS
- AND DEBRIS FROM SITE PROMPTLY. REMOVE TRASH, DEBRIS, AND LITTER. WATER, PRUNE, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED. J. COORDINATE THE OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM AN IRRIGATION SYSTEM.
- K. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- REAPPLY MULCH TO BARE AND THIN AREAS. M. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL,
- HEALTHY STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER. N. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH
- EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
- b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE
- RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED. A TREES SHRUBS GROUNDCVOER SHALL BE GUARANTEED (IN WRITING) FOR

#### A 12 MONTH PERIOD (90 DAYS FOR ANNUAL PLANTING OR AT THE END OF THE SEASONAL COLOR GROWING SEASON, WHICHEVER COMES SOONER) AFTER FINAL ACCEPTANCE. THE CONTRACTOR SHALL REPLACE ALL DEAI MATERIALS AS SOON AS WEATHER PERMITS AND UPON NOTIFICATION OF

- B. PLANTS INCLUDING TREES, WHICH HAVE PARTIALLY DIED SO THAT SHAPE, SIZE OR SYMMETRY HAVE BEEN DAMAGED SHALL BE CONSIDERED SUBJECT TO REPLACEMENT. IN SUCH CASES, THE OPINION OF THE OWNER SHALL BE
- C. PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED OR SPECIFIED. ALL WORK INCLUDING MATERIALS, LABOR AND EQUIPMENT USED IN REPLACEMENTS SHALL CARRY A 12 MONTH GUARANTEE. ANY DAMAGE INCLUDING RUTS IN LAWN OR BED AREAS INCURRED AS A RESULT OF MAKING REPLACEMENTS SHALL BE IMMEDIATELY REPAIRED.
- . WHEN PLANT REPLACEMENTS ARE MADE, PLANTS, SOIL MIX, FERTILIZER AND MULCH ARE TO BE UTILIZED AS ORIGINALLY SPECIFIED AND RE-INSPECTED FOR FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS. ALL REPLACEMENTS ARE INCLUDED UNDER "WORK" OF THIS SECTION.
- E. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING DRY F. THE ABOVE GUARANTEE SHALL NOT APPLY WHERE PLANTS DIE AFTER ACCEPTANCE BECAUSE OF DAMAGE DUE TO ACTS OF GOD, VANDALISM,
- INSECTS, DISEASE, INJURY BY HUMANS, MACHINES, THEFT OR NEGLIGENCE G. ACCEPTANCE FOR ALL LANDSCAPE WORK SHALL BE GIVEN AFTER FINAL INSPECTION BY THE OWNER PROVIDED THE JOB IS IN A COMPLETE UNDAMAGED CONDITION AND THERE IS A STAND OF GRASS IN ALL LAWN AREAS. AT THAT TIME, THE OWNER WILL ASSUME MAINTENANCE ON THE
- 1.9 QUALITY ASSURANCE

TIGHTENING STRAF

- DRIVE ROD

- A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN
- C. MAKE CONTACT WITH SUPPLIERS IMMEDIATELY UPON OBTAINING NOTICE OF CONTRACT ACCEPTANCE TO SELECT AND BOOK MATERIALS.

D. DEVELOP A PROGRAM OF MAINTENANCE (PRUNING AND FERTILIZATION WHICH WILL ENSURE THE PURCHASED MATERIALS WILL MEET AND/OR **EXCEED PROJECT SPECIFICATIONS** E. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS. IF THE LANDSCAPE

MATERIAL SPECIFIED IS NOT READILY AVAILABLE, SUBMIT PROOF TO

LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE

- USED IN LIEU OF THE SPECIFIED PLANT. F AT THE TIME BIDS ARE SUBMITTED. THE CONTRACTOR IS ASSUMED TO HAVE LOCATED THE MATERIALS NECESSARY TO COMPLETE THE JOB AS
- SPECIFIED. G. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAINS THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS HE/SHE FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PROCESS. ALL PLANTS DAMAGED IN

#### TRANSIT OR AT THE JOB SITE SHALL BE REJECTED. 1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

1. BALLED AND BURLAPPED B&B PLANTS): DIG AND PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE AND FUTURE

DEVELOPMENT. 2. CONTAINER GROWN PLANTS: DELIVER PLANTS IN RIGID CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MASS.

- B. DELIVERY 1. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE. 2. DELIVER ONLY PLANT MATERIALS THAT CAN BE PLANTED IN ONE DAY UNLESS ADEQUATE STORAGE AND WATERING FACILITIES ARE AVAILABLE
- 3. PROTECT ROOT BALLS BY HEELING IN WITH SAWDUST OR OTHER APPROVED MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.
- 4. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES. 5. KEEP PLANTS MOIST AT ALL TIMES. COVER ALL MATERIALS DURING
- 6. NOTIFY OWNERS REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT JOB SITE 7. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE. 8. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.

#### PART 2 - PRODUCTS 2.1 PLANT MATERIALS

- A. GENERAL: WELL FORMED NO. 1 GRADE OR BETTER NURSERY GROWN STOCK. LISTED PLANT HEIGHTS ARE FROM TOPS OF FOOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO NOMINAL OUTER WIDTH OF THE PLANT NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNERS REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.
- B. QUANTITIES: THE DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY ANYTHING CALLED FOR ON ONE AND NOT THE OTHER IS AS BINDING AS IF SHOWN AND CALLED FOR ON BOTH. THE PLANT SCHEDULE IS AN AID TO BIDDERS ONLY. CONFIRM ALL QUANTITIES ON PLAN. C. QUANTITIES AND SIZE: PLANT MATERIALS SHALL CONFORM TO THE SIZE
- GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL SHAPED, FUL BRANCHED AND WELL ROOTED. SYMMETRY IS ALSO IMPERATIVE. PLANTS SHALL BE FREE FROM INSECTS. INJURY. DISEASE. BROKEN BRANCHES DISFIGUREMENTS. INSECT EGGS AND ARE TO BE OF SPECIMEN QUALITY. D. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE IN GROWTH OF ARE UNHEALTHY, BADLY SHAPED OR UNDERSIZED WILL BE REJECTED BY

THE OWNERS REPRESENTATIVE EITHER BEFORE OR AFTER PLANTING AND

- SHALL BE REMOVED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR AND REPLACED WITH ACCEPTABLE SPECIMENS. E. TREES SHALL BE HEALTHY, FULL BRANCHED, WELL SHAPED AND SHALL MEET THE MINIMUM REQUIREMENTS AS SPECIFIED ON THE PLANT SCHEDULE. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200
- MILES OF THE PROJECT SITE IF POSSIBLE. AND WITH SIMILAR CLIMACTIC F. PRUNING: ALL PRUNING OF TREES AND SHRUBS SHALL BE EXECUTED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER,
- PRIOR TO FINAL ACCEPTANCE. G. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER
- PLANTS SHALL NOT INCREASE THE CONTRACT PRICE. H. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF
- UNIFORM SIZE. I. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING

- ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED
- J. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING
- K. TREE TRUNKS TO BE STURDY, EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND. L. TREES WITH DAMAGED OR CROOKED LEADERS, BARK ABRASIONS SUNSCALD, DISFIGURING KNOTS, OR\INSECT DAMAGE WILL BE REJECTED. M. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE
- AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER N. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT,
- MEASURED FROM THE TOP OF THE ROOT BALL. O. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED
- P. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY. MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- 2.2 SOIL PREPARATION MATERIALS

A. SANDY LOAM:

- 1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, SUBSOIL, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF WEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLASGRASS OR
- NUTGRASS SHALL BE REJECTED 2. PHYSICAL PROPERTIES AS FOLLOWS
- a. CLAY BETWEEN 7-27% b. SILT – BETWEEN 15-25%
- c. SAND LESS THAN 52% 3. ORGANIC MATTER SHALL BE 3%-10% OF TOTAL DRY
- 4. IF REQUESTED, LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY VERIFYING THAT
- SANDY LOAM MEETS THE ABOVE REQUIREMENTS. B. ORGANIC MATERIAL: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIAL
- C. PREMIXED BEDDING SOIL AS SUPPLIED BY VITAL EARTH RESOURCES GLADEWATER, TEXAS: PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, DALLAS, TEXAS OR ACID GRO MUNICIPAL MIX AS SUPPLIED BY SOIL BUILDING SYSTEMS, DALLAS,
- TEXAS OR APPROVED EQUAI D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.
- E. MULCH: DOUBLE SHREDDED HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN. F. ORGANIC FERTILIZER: FERTILAID SUSTANE OR GREEN SENSE OR EQUAL AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED
- STATEMENT OF ANALYSIS. G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% IRON, PLUS
- H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHREDDED PINE BARK OR OTHER APPROVED ORGANIC

#### 2.3 MISCELLANEOUS MATERIALS

- A. STEEL EDGING SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURAEDGE STEEL OR APPROVED EQUAL
- B. TREE STAKING TREE STAKING SOLUTIONS OR APPROVED SUBSTITUTE; REFER TO DETAILS.
- C. FILTER FABRIC MIRAFI 1405 BY MIRAFI INC. OR APPROVED SUBSTITUTE. AVAILABLE AT LONE STAR PRODUCTS, INC. (469-523-0444)
- D. SAND UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.
- E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADED 1" TO 1.5" F. DECOMPOSED GRANITE - BASE MATERIAL OF NATURAL MATERIAL MIX OF
- GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE
- G. RIVER ROCK LOCALLY AVAILABLE NATIVE RIVER ROCK BETWEEN 2"-4" IN H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING

SHRUBS OR GROUNDCOVER AS

SPECIFIED ON PLAN

#### PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

#### 3.1 PREPARATION

- A. LANDSCAPE CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER. B. ALL PLANTING AREAS SHALL BE CONDITIONED AS FOLLOWS:
- 1. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS AS NECESSARY. TILL EXISTING SOIL TO A DEPTH OF SIX (6") INCHES PRIOR TO PLACING COMPOST AND FERTILIZER. APPLY FERTILIZER AS PER MANUFACTURER'S
- RECOMMENDATIONS. ADD SIX (6") INCHES OF COMPOST AND TILL INTO A DEPTH OF SIX (6") INCHES OF SPECIFIED MULCH (SETTLED THICKNESS). 2 BACKELL FOR TREE PITS SHALL BE AS FOLLOWS: LISE EXISTING
- TOP SOIL ON SITE (USE IMPORTED TOPSOIL AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9") INCH LAYERS AND WATERED IN THOROUGHLY C. GRASS AREAS:
- 1. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED IOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPED OPEN, THEN WATERED THOROUGHLY.

#### 3.2 INSTALLATION

- A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY
- B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRYING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
- C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS D. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION
- AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS. E. EXCAVATE PITS WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH TO PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF FARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT, WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF
- GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SLICK OR GLAZED. F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24") INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6") INCHES DEEPER THAN IT'S VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE
- THOROUGHLY MOIST BEFORE REMOVING CONTAINERS. G. PERCOLATION TEST: FILL THE HOLE WITH WATER. IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN 24 HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. INSTALL A PVC STAND PIPE PER TREE IF THE PERCOLATION TEST FAILS. H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1
- PART BED PREPARATION. WHEN THE HOLE IS DUG IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS. REMOVE THE BURLAP FROM THE TOP  $\frac{1}{3}$  OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, IF SO FOLLOW STANDARD NURSERY PRACTICE OF 'ROOT SCORING'.

#### I. DO NOT WRAP TREES.

AFTER PLACEMENT.

- J. DO NOT OVER PRUNE. K. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS
- L. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. M. REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAPPED TREES

TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF

N. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE O. MULCH THE TOP OF THE BALL. DO NOT PLANT GRASS ALL THE WAY

- THE BALL AND MULCH WITH AT LEAST TWO (2") INCHES OF SPECIFIED
- P. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF TWO (2") INCHES OVER THE ENTIRE BED OR
- Q. OBSTRUCTION BELOW GROUND: IN THE EVENT THAT ROCK, OR UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DON UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER. WHERE LOCATIONS CANNOT BE CHANGED. THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3') FEET BELOW GRADE AND NO LESS THAN SIX (6") INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUNI OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE
- CONTRACTOR. R. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS.
- S. PRUNING AND MULCHING: PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE FOLLOWING FINE PRUNING, CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
  - 1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUISED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES. 2. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
- IMMEDIATELY AFTER PLANTING OPERATIONS ARE COMPLETED, ALL TREE PITS SHALL BE COVERED WITH A LAYER OF ORGANIC MATERIAL TWO (2") INCHES IN DEPTH. THIS LIMIT OF THE ORGANIC MATERIAL FOR TREES SHALL BE THE DIAMETER OF THE PLANT PIT.
- Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION. 1. ALL STEEL CURBING SHALL BE FREE OF KINKS AND ABRUPT
- TOP OF EDGING SHALL BE ½" MAXIMUM HEIGHT ABOVE FINAL 3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF THE CURBING, AS OPPOSED TO THE GRASS SIDE. 4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS OR
- 5. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE EDGING MEETS SIDEWALKS OR CURBS.

## 3.3 CLEANUP AND ACCEPTANCE

- A. CLEANUP: DURING THE WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE SO ORGANIZED SO THAT THEY, TOO, ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSING THEM AT END OF EACH WORK DAY.
- B. REPAIR RUTS, HOLES AND SCARES IN GROUND SURFACES. C. ENSURE THAT WORK IS COMPLETE AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.
- D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN. FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. E. WHEN/IF THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE

CONTRACT DOCUMENTS. THE LANDSCAPE CONTRACTOR SHALL REPLACE

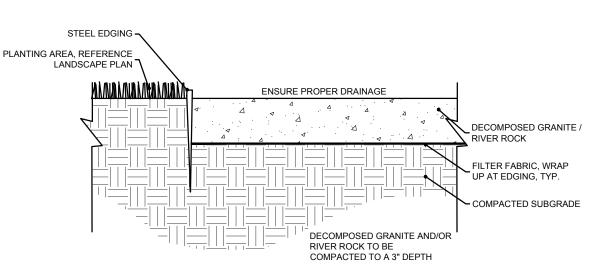
AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS. F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINA ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND

GUARANTEE PERIODS WILL COMMENCE.

END OF SECTION

# GROUNDCOVERS CURB TO ALLOW FOR CAR OVERHANG

## ackslashSHRUB SPACING AND PLANTING AT B.O.C.



\DECOMPOSED GRANITE / RIVER ROCK

## - TREE TRUNK U-BRACKET 48" Minimum Depth 00 Gallon or 58" root ball Balls larger than 60" **DETAIL A** ---- SEE DETAIL A SECTIONS

- CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF

PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT

TREE STAKE SOLUTIONS, LLC 9973 FM 521 Road Rosharon, Texas 77583

TREE ROOT BALL -ROOT ANCHOR

> Phone: 281-778-1400 Mobile: 903-676-6143 Fax: 281-778-1425

DRIVE ANCHOR STRAIGHT DOWN INTO

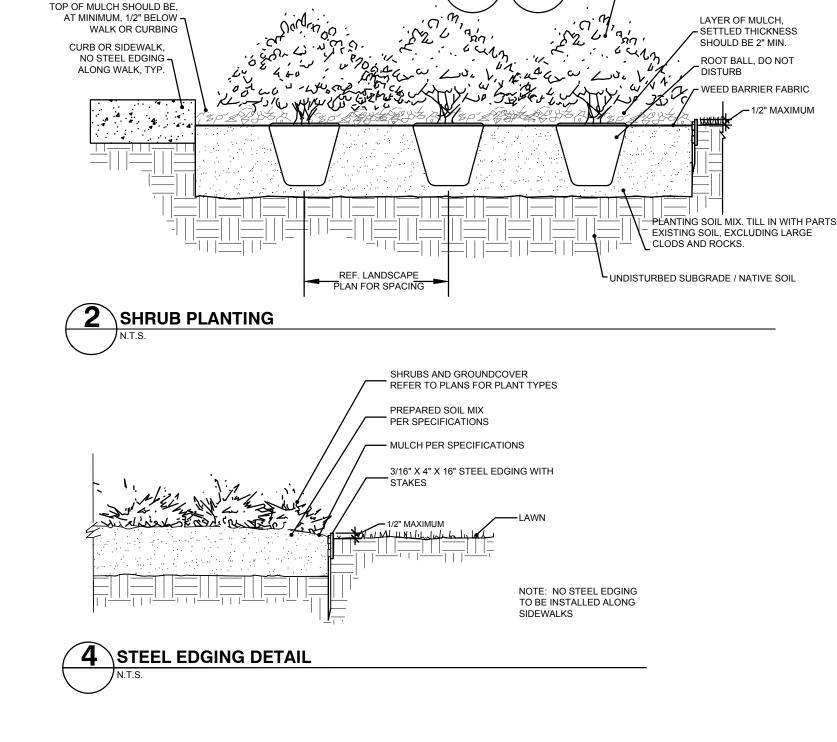
SEE CHART FOR RECOMMENDED DEPTHS

UNDISTURBED SUBBASE SOIL

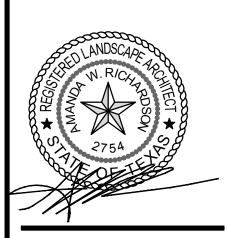
• REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-68 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE PLACE "S" HOOK OVER THE END OF THE U-BRACKET

REMOVE DRIVE ROD

PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY



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Project Number: 22156

Checked By: AWR

Issue Date: 7-27-22

Drawn By: AWR

Revisions

Sheet Title:

LANDSCAPE SPECS AND **DETAILS** 

Sheet Number



Date: 12/20/2022

5. F. Agenda Item #:

Department: **Development Services** 

**Strategic Goal:** Promote and expand Little Elm's identity **Staff Contact:** 

#### **AGENDA ITEM:**

Hold a Public Hearing, Present, Discuss, and Consider Action on Ordinance No. 1699, a Request for a Specific Use Permit (SUP) for a Drive-Thru, on Property Located at 26561 East University Street, Currently Zoned Planned Development (PD-LC) through Ordinance No. 1283, as Amended by Ordinance No. 1589, in order to Allow for Development of a New Quick Service Food Establishment with a Drive-Thru Component.

Fred Gibbs, Director of Development Services

**Open Public Hearing: Receive Public Comments: Close Public Hearing:** Take Action on Ordinance No. 1699:

#### **DESCRIPTION:**

Location. Located approximately 1,000 feet west of the intersection of FM 2931 and US HWY 380, within Little Elm's Town limits.

Background. Subject property is part of a larger envisioned commercial development, consisting of approximately 19.151 acres of undeveloped land currently zoned Planned Development-Light Commercial (PD-LC) through Ordinance No. 1283, as amended by Ordinance No. 1589, which encompasses several additional tracts of land, all in all totaling 35 acres. Originally, the existing PD concept plan was envisioned as a large scale mixed-use development, providing for multifamily residential along the norther and western portion, utilizing the remainder of the land for retail/commercial, and drive-thru uses anchored by a big-box retailer. The overall PD area had been subdivided into several parcels, the multifamily component has already been completed, and the remaining undeveloped commercial tract was sold to the current property owner; who has subsequently further subdivided the land with the intent to sell all the lots to individual tenants.

Last year, the property owner went through the zoning process with a request to amend the PD to allow additional subdivision and a Montessori School use; this request was however denied at the Planning and Zoning Commission hearing based on the original PD's concept plan intent to provide primarily retail/commercial and drive-thru uses on this remaining commercial tract.

At this time, the property owner has several interested tenants for the drive-thru lots, identified through the PD concept plan. Freddy's Frozen Custards is the first of such tenants, interested in purchasing Lot 6, Block A as shown on the referenced Final Plat. However, Chapter 106 - Zoning Ordinance was recently amended to establish site criteria for auto oriented uses such as quick service restaurant drive-thrus, requiring a Specific Use Permit for these types of uses moving forward. Therefore, in order for Freddy's Frozen Custards to be able to locate on this site, they are required to go through the zoning process to request approval of a Specific use Permit for a drive-thru.

It should be noted that the pre-development meeting for this project took place just prior to the code amendment with the applicant subsequently submitting the application after the amendment was adopted but not yet reflected on the Municode website, therefore the applicant was not aware for the SUP requirement until much later in the process. The unforeseen delay significantly impacts the applicant as timing of the approval is tied to the purchasing of the property, which is currently running up against a deadline. In an effort to accommodate this unique circumstance, Staff is pushing this request forward as quickly as possible, resulting in a lag time for plan revisions.

#### Proposal.

The applicant, Freddy's Frozen Custards, is requesting an SUP for a quick service food establishment with a drive-thru component. The proposal is for new construction and includes full development of the .895-acre Lot 6, with a 3,148 square-foot, 25-foot tall, single-story building, with a drive-thru in the rear. The applicant has submitted all the relevant plans showing their compliance with the PD-LC zoning district, as well as the newly adopted site criteria for drive-thru uses, as outlined below.

Uses. The permitted uses for this PD-LC are in accordance with the Light Commercial (LC) zoning district, which allows drive-thrus through a Specific Use Permit.

Site Criteria. Section 106.05.02.2(y) Special Regulations for Specific Permanent Land Uses - Drive-in or drive-thru facilities, provides the following site criteria regulations.

a. drive-thru and queue lanes shall not be located between the front of the building (primary entrance) and a public right-of-way.

Proposed drive-thru operation is meeting this requirement.

b. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access or walkways.

Proposed drive-thru operation is meeting this requirement.

- c. Screening shall be provided between the facility and any public right-of-way. Proposed drive-thru operation is meeting this requirement.
- d. Pertaining to corner lots, the first 25 feet on a side street from the intersection, shall also be considered front of the building and a primary entrance.

This requirement is not applicable due to subject property location.

Stacking Criteria. Proposed site plan is providing sufficient stacking and the additional lane within the drive-thru area is intended to serve as a pass-through/escape lane.

**Design Standards**. Proposed elevations meet the architectural requirements for tripartite design, vertical and horizontal articulation, and show the building to be constructed primarily of brick and stucco. Currently, the plans show stucco and glazing percentages just over the allowed maximum which the applicant was agreeable to fully meet but due to time constraints was not able to provide at the time of agenda posting. The applicant anticipates meeting these requirements and providing the revised plans by the date of the public hearing.

Landscaping. Proposed landscape plans comply with overall landscape coverage, tree planting, landscape points, screening, with the exception of a missing parking lot island on the eastern row of parking and a tree planting in the island nearest to the front of the building entrance, which the applicant was agreeable to fully meet but due to time constraints was not able to provide at the time of agenda posting. The applicant anticipates meeting these requirements and providing the revised plans by the date of the public hearing. Additionally, due to right-of-way dedication to toward the expansion of US 380, as well as existing placement of large utility easements, the applicant is not able to fully comply with the perimeter tree planting along the frontage of the property and the eastern boundary. The applicant has provided tree planting to the fullest extent possible given the lot's size and unique circumstance.

#### Parking. Food

establishments are required to park at 1 space per 100 square feet. Based on the total building area of 3,100 square feet, the property is required to provide at least 31 parking spaces. The proposed plans show 32 parking spaces being provided, with two spaces identified to have electrical vehicle charging station infrastructure.

**Fire and Engineering**. The Fire Marshall and Town Engineer have reviewed the resubmitted plans and have no issues at this time, specifically for the zoning request process. This does not approve any of the submitted plans for construction.

#### Comprehensive Plan.

The future land use of this area is identified as retail and commercial. The proposed quick service food establishment drive-thru is a permitted use through the PD Ordinance for this site; the development does not 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."

The purpose of establishing the SUP requirement for a drive-thru type of use was to ensure the Town is able to evaluate each request on a case by case basis for situational suitability as well as meeting the required site criteria. This particular request, while a new development, is part of an existing PD-LC which depicts the lots along the US 380 frontage as drive-thru uses, narrowing the focus down to the specific site development criteria.

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 Section 106.05.02.2(y),

and make a recommendation accordingly.

Additionally, given the unique circumstance and timing challenges of this particular request, as well as the holiday schedule, at the time, Staff was working with the applicant on making the necessary revisions in time for the Commission hearing. However, Staff understood the need for additional time, and recommended if the Commission was supportive of this request, the following items be included as conditions of approval and be provided prior to the Council meeting.

- 1. Enhance landscaping on the eastern entry corner as a way to offset the inability to provide the full extent f tree planting along the US 380 frontage.
- 2. Include a tree planting within the landscape island with flag pole, just to the east of main entry to the building.
- 3. Include missing detail for planter boxes.
- 4. Decrease stucco and increase glazing percentages to bring the building closer toward fully meeting architectural design criteria.

At the time of the meeting, the applicant had addressed all but one of the above conditions.

On December 1, 2022, at their regular meeting, the Planing and Zoning Commission reviewed the proposed request and recommended approval, with seven in favor and zero against, with the following condition.

• Enhance landscaping on the eastern entry corner as a way to offset the inability to provide the full extent f tree planting along the US 380 frontage.

This last item was addressed by the applicant and plans were revised prior to the Council meeting. Therefore, the PD Ordinance being presented already incorporates the enhanced landscaping, and there are no conditions to carry over from the Commission meeting.

#### **BUDGET IMPACT:**

This item has no budget impact.

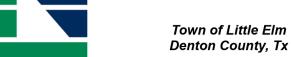
#### **RECOMMENDED ACTION:**

Planning and Zoning Commission recommends approval of the requested SUP as presented.

**Attachments** 

Location Map
Ordinance No. 1699





LITTLE ELM

Date: 11/21/2022





This product is to be used for graphical representation only. The accuracy is not to be taken/

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. 1699**

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A QUIC SERVICE FOOD ESTABLISHMENT WITH A DRIVE-THRU, ON PROPERTY LOCATED APPROXIMATELY 1,000 FEET WEST OF THE INTERSECTION OF FM 2931 AND US HWY 380; 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 as a quick service food establishment with a drive-thru use while it is zoned Planned Development - Light Commercial (PD-LC) through Ordinance No. 1283, as amended by Ordinance No. 1589; and

**WHEREAS**, a request for a Specific Use Permit for a quick service food establishment with a drive-thru use has been submitted by Freddy's Frozen Custards, located on property approximately 1,000 feet west of the intersection of FM 2931 and US HWY 380, Lot 6, Block A of the Alta 380 Addition; 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 December 1, 2022 the Planning & Zoning Commission considered and made recommendations on a request grant a Specific Use Permit for a quick service food establishment with a drive-thru use located on property approximately 1,000 feet west of the intersection of FM 2931 and US HWY 380, Lot 6, Block A of the Alta 380 Addition, totaling 3,148 square-feet (Case No. SUP-22-12588); 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.** <u>AMENDMENT</u>. 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 quick service food establishment with a drive-thru located approximately 1,000 feet west of the intersection of FM 2931 and US HWY 380, Lot 6, Block A of the Alta 380 Addition, subject to the following conditions:
  - Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, façade plans, 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 specifically for a quick service food establishment with a drive-thru shall be limited to that particular area designated on the approved site plan, one drive-thru lane and one pass-thru escape lane.

**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.** <u>REPEALER.</u> 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 20<sup>th</sup> day of December, 2022

	The Town of Little Elm, Texas
ATTEST:	Curtis J. Cornelious, Mayor
Caitlan Biggs, Town Secretary	_

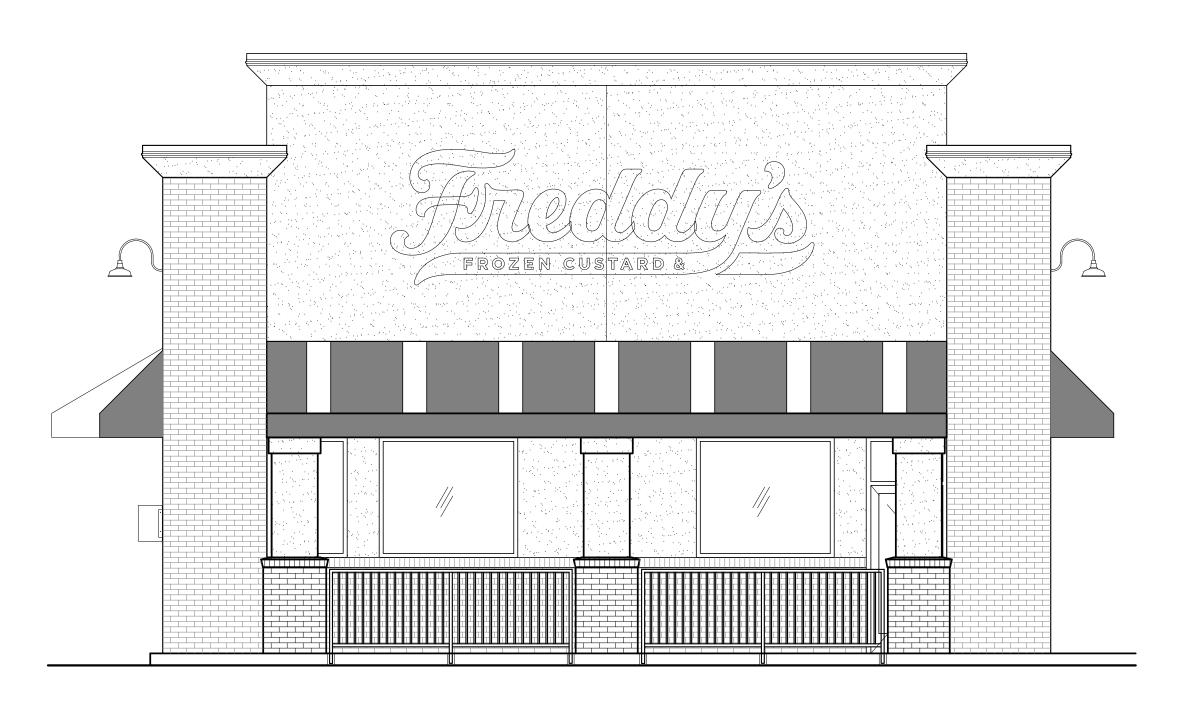
#### ATTACHMENT – EXHIBIT A



## FREDDY'S FROZEN CUSTARD AND STEAKBURGERS

26561 EAST UNIVERSITY AUBREY, TEXAS 76227

## **SUP SUBMITTAL**



## PROJECT DIRECTORY

## DEVELOPER / OWNER:

PLAZA STREET PARTNERS ATTN: KARA CONDIE 2400 W 75TH STREET, SUITE 220 PRAIRIE VILLAGE, KS 66208 KCONDIE@PLAZASTREETPARTNERS.COM

### <u>ARCHITECT</u>

WT GROUP ATTN: CHRIS PACANOWSKI 2675 PRATUM AVENUE HOFFMAN ESTATES, IL 60192 224.293.6333 CPACANOWSKI@WTGROUP.COM

## **CIVIL ENGINEER**

WT GROUP ATTN: RANDALL SIEMON 2675 PRATUM AVENUE HOFFMAN ESTATES, IL 60192 224.293.6333 RSIEMON@WTGROUP.COM

#### **LANDSCAPE ARCHITECT**

**SURVEYOR** EVERGREEN DESIGN GROUP, INC. CORE LAND SURVEYING ATTN: RODNEY McNABB ATTN: CLEMENTE TURRUBIARTES 10210 GROGANS MILL RD. SUITE 120 15455 DALLAS PKWY. STE 600 ADDISON, TX 75001 THE WOODLANDS, TX 77380 224.828.1208 CLEMENTE.TURRUBIARTES RODNEY@EVERGREENDESIGNGROUP.COM

@CORELANDSURVEYING.COM

#### STRUCTURAL ENGINEER W-T GROUP

224.293.6333

ATTN: DRAKE TYLKA

2675 PRATUM AVENUE

HOFFMAN ESTATES, IL 60192

DTYLKA@WTGROUP.COM ATTN: COREY STALLINGS

#### MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEER

2675 PRATUM AVENUE HOFFMAN ESTATES, IL 60192 224.293.6333 CSTALLINGS@WTGROUP.COM

## **DRAWING INDEX**

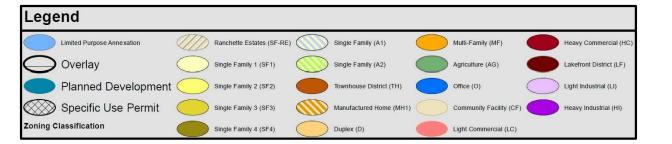
PLAT ALTA 380 ADDITION 1 OF 2 PLAT ALTA 380 ADDITION 2 OF 2 SUR-1 SURVEY SHEET 1 OF 2 SUR-1 SURVEY SHEET 2 OF 2 C-2.0 CONCEPT PLAN A001 LP-1 ARCHITECTURAL SITE PLAN LANDSCAPE PLANTING LP-2 LI-1 PLANTING DETAILS & SPECIFICATIONS IRRIGATION PLAN LI-2 LI-3 IRRIGATION DETAILS IRRIGATION SPECIFICATIONS PHOTO PAGE M OF 1 FLOOR PLAN A101 COLORED BUILDING ELEVATION

**LOCATION MAP** 



## SCOPE OF WORK

PLAZA STREET FUND 275, LLC, DOING BUSINESS AS PLAZA STREET PARTNERS, IS PROPOSING A SPECIFIC USE PERMIT ("SUP") FOR A PARCEL OF LAND CONTAINING APPROXIMATELY 0.89 ACRES LOCATED AT 26561 EAST UNIVERSITY ST ("SITE") IN THE TOWN OF LITTLE ELM ("TOWN"). THE PROPERTY IS SITUATED IN LOT 6, BLOCK A, ALTA 380 ADDITION, A SUBDIVISION TO THE TOWN OF LITTLE ELM, AND CURRENTLY EXISTS AS VACANT LAND. THE SITE IS BOUND ON THE SOUTH BY A E UNIVERSITY DR, ON THE EAST AND NORTH BY A PRIVATE DRIVE, AND VACANT LAND TO THE WEST. A VICINITY MAP IS INCLUDED IN APPENDIX A FOR REFERENCE. THE PROPOSED DEVELOPMENT COMPRISES OF A 3,148 SQFT RESTAURANT WITH 92 INDOOR DINING SEATS AND A DRIVE-THROUGH WITH ONE MENU BOARD.

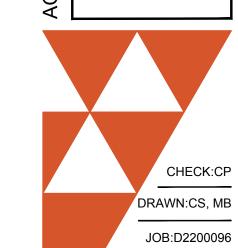




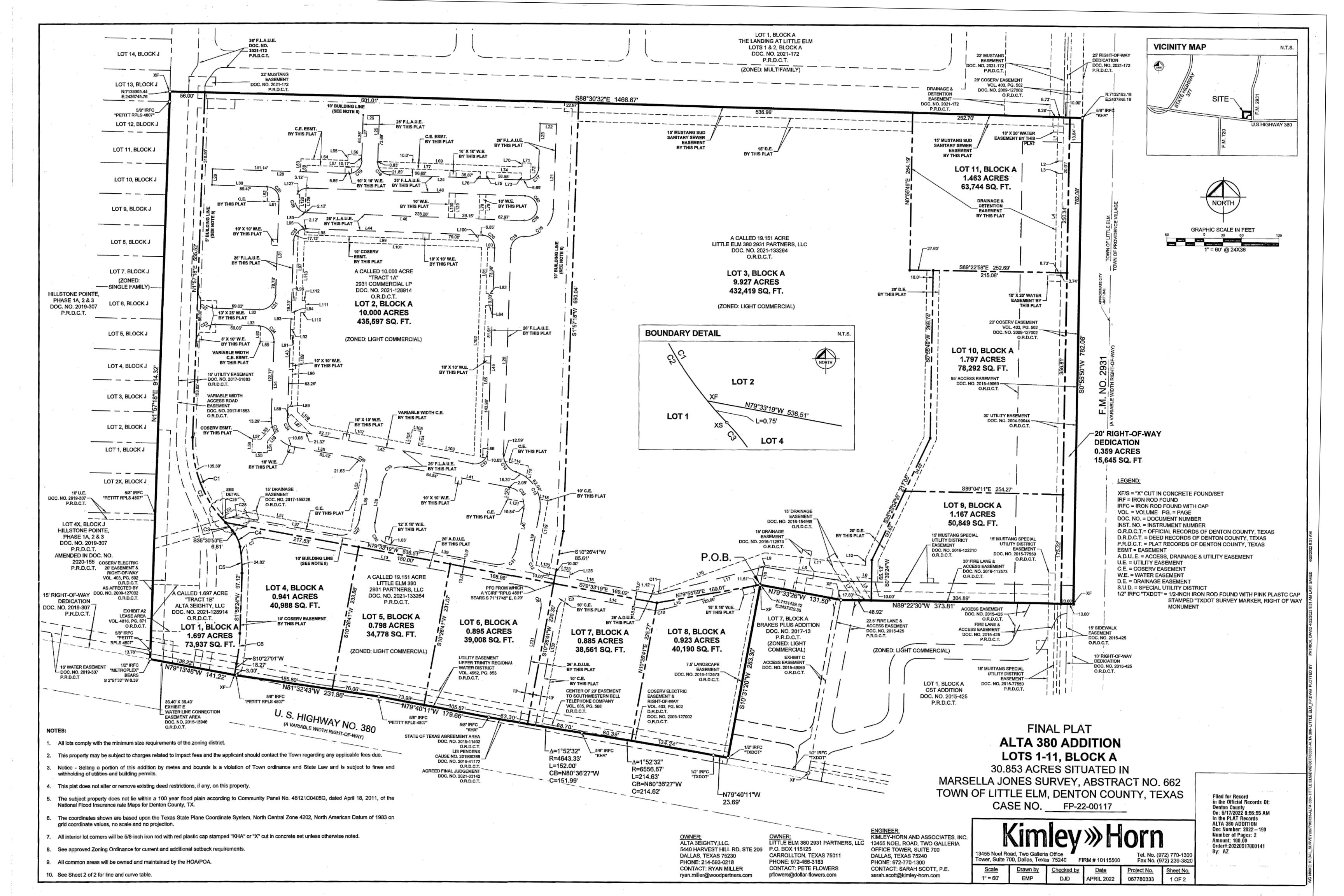


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ISSUE CONCEPT 6.22.22 CONCEPT 6.30.22 PERMIT 11.15.22



G001



NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORE
C7	104°54'33"	30.48'	55.80'	S47°59'25"W	48.33
C8	90°00'00"	30.00	47.12'	N34°33'19"W	42.43'
C9	90°00'00"	30.00'	47.12'	S55°26'41"W	42.43
C10	25°09'57"	56.00'	24.60'	N87°51'43"E	24.40'
C11	25°09'57"	30.00'	13.18'	N87°51'43"E	13.07'
C12	90°00'00"	30.00'	47.12'	S34°33'19"E	42.43'
C13	82°09'19"	56.00'	80.30'	N30°37'58"W	73.59'
C14	73°39'56"	30.00'	38.57'	S34°52'40"E	35.97'
C15	90°00'00"	20.00'	31.42'	S46°57'18"W	28.28
C16	90°00'00"	46.00'	72.26'	N46°57'18"E	65.05'
C17	90°00'00"	26.00'	31.42	N46°57'18"E	28.28'
C18	90°00'00"	20.00'	31.42'	S43°02'42"E	28.28
C19	90°00'00"	20.00'	31.42'	N46°57'18"E	28.28'
C20	90"00'00"	20.00'	31.42'	N43*02'42"W	28.28'
C21	90°00'00"	25.00'	39.27	N46°57'18"E	35.36'
C22	90°00'00"	30.00'	47.12'	\$43°02'42"E	42.43'
C23	90°00'00"	30.00'	47.12'	S46*57'18"W	42.43'
C24	90°00'00"	25.00'	39.27	N43°02'42"W	35.36'
C25	81°30'37"	46.00'	65.44'	S38°48'00"E	60.06'
C26	90°00'00"	30.00'	47.12'	N34°33'19"W	42.43'
C27	90°00'00"	30.00'	47.12'	N55°26'41"E	42.43
C28	24°27'38"	46.00'	19.64	S88*12'51"W	19.49'
C29	53°08'13"	20.00'	18.55'	S77°26'52"E	17.89
C30	90°00'00"	30.00	47.12'	S34°33'19"E	42.43'
C31	90°00'00"	30.00'	47.12'	N55°26'41"E	42.43'
C32	90°00'00"	30.00'	47.12'	N34°33'19"W	42.43'
C33	90°00'00"	30.00'	47.12'	S55°26'41"W	42.43'
C34	81°30'37"	20.00*	28.45'	S38°48'00"E	26.11'
C35	75°19'51"	20.00'	26.30'	S39°37'26"W	24.44'
C36	90°00'00"	20.00'	31.42'	N43°02'42"W	28.28
C37	98°29'23"	20.00'	34.38'	N51°12'00"E	30.30'
C38	166"23'27"	20.00'	58.08'	S08°45'35"W	39.72'
C39	90°00'00"	20.00'	31.42'	N46°57'18"E	28.28'
C40	90°00'00"	20.00'	31.42'	N43°02'42"W	28.28'

						0			10	4		
	LIN	IE TABLE		LIN	E TABLE		LINE	TABLE		LINE	TABLE	
D	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
	L1	N01°29'28"E	69.80'	L41	N79°33'19"W	170.85'	L83	S79°25'43"E	3.75'	L123	S79°33'19"E	23.00'
	L2	N89°04'11"W	9.42'	L42	S79°33'19"E	286.54'	L84	N88°02'42"W	7.02'	L125	S10°26'36"W	10.00'
	L3	S89°04'11"E	9.61'	L43	S01°57'18"W	286.62	L85	S01°57'18"W	244.18'	L126	N01°57'18"E	24.60'
	L4.	N00°37'02"E	160.83	L44	N88°02'42"W	284.40'	L86	S79°31'50"E	8.82'	L127	N88°02'42"W	4.49'
	L5	N31°54'27"W	44.68'	L45	N01°57'18"E	328.56'	L87	N45°05'43"W	44.20'	L128	N01°57'18"E	39.44'
	L6	S83°05'10"E	24.19'	L46	S88°02'42"E	350.40'	L88	S41°02'24"W	9.24'	L129	S01°57'18"W	40.00
	L7	N31°54'27"W	47.17'	L48	N88°02'42"W	349.40	L89	N41°02'24"E	8.73'	L130	S01°57'18"W	40.00'
	L8	S83°05'10"E	127.50	L50	N56°28'09"E	23.68'	L90	N01°57'18"E	110.72	L131	N10°26'41"E	187.49'
	L9	S61°08'27"W	3.95'	L51	S79°39′52"E	191.35'	L91	N88°02'42"W	5.50'	L132	S10°26'41"W	187.08
7	L10	S69°56'20"W	194.06	L52	N10°26'41"E	108.62'	L92	S88°02'42"E	5.50'			
٦	L11	N82°59'07"W	162.92	L53	S41°02'24"W	17.73	L93	N01°57'18"E	27.59'			
٦	L12	S00°39'24"W	11.09'	L54	S01°57'18"W	18.81'	L94	N88°02'42''W	5.50'			%
7	L13	N79°33'19"W	428.62'	L55	N88°02'42"W	24.48'	L95	N87°49'27"E	4.07'			
7	L14	N79°33'19"W	115.91	L56	N01°57'18"E	21.51'	L96	S88°02'42"E	6.89'			
7	L15	S75°16'44"W	147.82	L57	S88°02'42"E	13.79'	L97	N01°57'18"E	110.74'			
7	L16	N10°26'34"E	29.79'	L58	N41°02'24"E	27.54'	L98	N01°57'18"E	9.69'			
1	L17	N75°16'44"E	172.06'	L59	N88°02'42"W	22.50'	L99	N88°02'42"W	279.69'			
	L18	S79°33'19"E	172.12'	L60	N01°57'18"E	25.18'	L100	S01°43'07"W	9.84'			*
	L19	S10°26'41"W	65.93'	L61	N88°02'42"W	18.78'	L101	N88°02'42"W	285.32'			
	L20	S01°57'18"W	330.61'	L62	N01°57'18"E	23,79	L102	N01°57'18"E	335.54'			
7	L21	S01°57'18"W	136.97	L63	N01°57'18"E	20.83'	L103	S79°31'50"E	91.14'			90
	L22	S88°02'42"E	26.00'	L64	S88°02'42"E	75.52'	L104	S10°26'33"W	23.04'	0		
7	L23	N01°57'18"E	70.97	L65	N01°57'18"E	9.33'	L105	S79°33'27"E	14.17			
	L24	S88°02'42"E	218.76'	L66	S88°02'42"E	22.22'	L106	N10°26'33"E	23.03'			
7	L25	S01°57'18"W	74.52'	L67	S88°02'42"E	85.52'	L107	S79°31'50"E	161.27'			
7	L26	S88°02'42"E	26.00'	L68	N01°57'18"E	10.83'	L108	S45°05'43"E	31.51'			
7	L27	N01°57'18"E	74.52'	L59	S88°02'42"E	232.07	L109	S01°57'18"W	159.82'			
7	L28	S88°02'42"E	218.88'	L70	N01°57'18"E	6.35'	L110	N88°02'42"W	6.68'			
7	L29	N01°57'18"E	26.00'	L71	S88°02'42"E	14.17'	L111	S01°57'18"W	19.33'			
1	L30	N88°02'42"W	88.25'	L72.	S01°57'18"W	25.74'	L112	\$88°02'42"E	5.30'			
7	L31	N01°57'18"E	153.18'	L73	N01°57'18"E	10.83'	L113	S01°57'18"W	95.44'			
7	L32	S88°02'42"E	70.05'	L74	N88°02'42"W	56.60'	L114	S79°31'50"E	38.39'			
1	L33	N88°02'42"W	70.02'	L75	S01°43'07"W	10.83'	L115	S09°48'01'W	18.96'			
1	L34	N01°57'18"E	123.08	L76	S01°43'07"W	10.83'	L116	S09°48'01"W	5.10'			
	L35	N79°33'19"W	93.42'	L77	S88°02'42"E	163.25'	L117	S79°31'50"E	17.94'			
	L36	N10°26'41"E	65.93'	L78	S01°43'07"W	40.00'	L118	S78°45'33"E	13.80'			
	L37	S79"33'19"E	155.88'	L79	S01°43'07"W	40.00'	L119	S10°26'34"W	106.01'			
	L38	S10°26'41"W	65.93'	L80	N88°02'42"W	11.19'	L120	S79°33'19"E	33.21'			
	L39	S79"33'19"E	170.85'	L81	S01°57'25"W	73.36'	L121	S78°45'33"E	26.02'			
	L40	S10°26'41"W	65.93'	L82	S88°02'42"E	11.19'	L122	S10°26'33"W	18.96'			
											0	

LITTLE ELM 380 2931 PARTNERS, LLC 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700 DALLAS, TEXAS 75240 PHONE: 972-770-1300 CONTACT: SARAH SCOTT, P.E.

OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATE OF TEXAS § COUNTY OF DENTON §

We LITTLE ELM 380 2931 PARTNERS LLC. and ALTA 3EIGHTY, LLC., ("Owners"), the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

BEING a tract of land situated in the Marsella Jones Survey, Abstract No. 662, Town of Little Elm, Denton County, Texas and being all of a called 19.151 acre tract of land described in the Special Warranty Deed to Little Elm 380 2931 Partners, LLC., recorded in Document No. 2021-133264, Official Records, Denton County, Texas, (O.R.D.C.T.), and being all of a called 10.000 acre tract of land and a called 1.697 acre tract of land, both described in the Special Warranty Deed to ALTA 3Eighty, LLC., recorded in Document No. 2021-128914, O.R.D.C.T., and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the northwest corner of Lot 7, Block A of Brakes Plus Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2017-13, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 10°31'20" West, with the west line of said Lot 7, Block A, a distance of 283.30 feet to a 1/2-inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT" (hereinafter referred to as "TXDOT Monument") found for corner in the north right-of-way line U.S. Highway No. 380, (a variable width public right-of-way);

THENCE with said north right-of-way line, the following courses and distances:

North 79°40'11" West, a distance of 23.69 feet to a TXDOT Monument found at the beginning of a tangent curve to the left having a central angle of 1°52'32", a radius of 6556.67 feet, a chord bearing and distance of North 80°36'27" West, a distance of 214.62 feet;

In a northwesterly direction, along said curve to the left, an arc distance of 214.63 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right having a central angle of 1°52'32", a radius of 4643.33 feet, a chord bearing and distance of North 80°36'27" West, a distance of 151.99 feet,

In a northwesterly direction, along said curve to the right, an arc distance of 152.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 79°40'11" West, a distance of 179.66 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Petitt RPLS 4807"

North 81°32'43" West, a distance of 231.86 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Petitt RPLS 4807" found for corner:

North 79°13'48" West, at a distance of 3.00 feet, passing an "X" cut found at the southeast corner of said 1.697 acre tract, and continuing with said north right-of-way line for a total distance of 141.22 feet to the southwest corner of said 1.697 acre tract from which a 1/2-inch iron rod with yellow plastic cap stamped "Metroplex" found bears South 2°51'32" East, a distance of 0.39

THENCE North 1°57'18" East, passing at a distance of 13.78 feet a 5/8-inch iron rod with yellow plastic cap stamped "Petitt RPLS 4807" found at the southeast corner of Lot 4X, Block J of Hillstone Pointe Phase 1A, 2 and 3, an addition to the Town of Little Elm, Texas according to the plat thereof recorded in Document No. 2019-307 P.R.D.C.T, as amended by Document No. 2020-155, P.R.D.C.T., continuing with common line of said 1.697 acre tract and said Hillstone Pointe Phase 1A, 2 and 3, a total distance of 914.32 feet to an "X" cut in concrete found at the southwest corner of Lot 1, Block A, The Landing at Little Elm, an addition to the Town of Little Elm, Texas according to the plat thereof recorded in Document No. 2021-172, P.R.D.C.T.;

THENCE South 88°30'32" East, with the south line of said Lot 1, Block A, passing at a distance of 1441.67 feet, the southeast corner of said Lot 1, Block A, and the southwest corner of a 25-foot right-of-way dedication as dedicated by said Plat of The Landing at Little Elm, and continuing with the south line of said The Landing at Little Elm in all for a total distance of 1466.67 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found in the west right-of-way line of Farm to Market Road 2931 (a variable width public right-of-way);

THENCE South 0°55'50" West, with said west right-of-way line, a distance of 782.08 feet to an "X" cut in concrete found for

THENCE North 89°20'36" West, departing said right-of-way, passing at a distance of 10.00 feet the northeast comer of Lot 1, Block A of CST Addition, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded in Document No. 2015-425, P.R.D.C.T., and continuing with the north line of said CST Addition, a total distance of 373.81 feet to an "X" cut in concrete found at the northwest corner of said CST Addition and being the northeast corner of said Brakes Plus

THENCE North 79°33'26" West, with the north line of said Lot 1, Block A, of Brakes Plus Addition, a distance of 131.50 feet to the POINT OF BEGINNING and containing a computed area of 1,344,007 square feet or 30.853 acres of land

and designated herein as the ALTA 380 ADDITION a Subdivision to the Town of Little Elm, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements of the platting ordinances, rules, and regulations thereon shown for the purpose and consideration

Little Elm 380 2931 Partners, LLC.

STATE OF TEXAS § COUNTY OF DALLAS §

and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 DAY OF APY. NOTARY PUBLIC in and for the STATE OF TEXAS

My Notary ID # 4238630 Expires February 8, 2026

ALTA 3Eighty, LLC

STATE OF TEXAS COUNTY OF Dallas &

\_\_\_, 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 purpose and consideration thereof expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS AND DAY OF MON

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, David J. De Weirdt, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

Registered Professional Land Surveyor No. 5066 Kimley-Horn and Associates, Inc. 13455 Noel Road Two Galleria Office Tower, Suite 700 Dallas, Texas 75240 Ph. (972) 770-1300 david.deweirdt@kimley-horn.com

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared David J. De Weirdt, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this Hong day of May

RY PUBLIC in and for the STATE OF TEXAS

CERTIFICATE OF FINAL PLAT APPROVAL

(FOR FINAL PLATS WITH REQUIRED PUBLIC IMPROVEMENTS INSTALLED BEFORE APPROVAL)

Town of Little Elm, Texas

The undersigned, the Town Secretary of the Town of Little Elm, Texas, hereby certifies that the foregoing Final Plat of the ALTA 380 ADDITION Subdivision or Addition to the Town of Little Elm was submitted to the Planning and Zoning Commission on the day of Ferror , 2022, and the Commission, by formal action, then and there accepted the Final Plat and public works improvements and infrastructure, and said Commission further authorizes the Chairman of the Planning and Zoning Commission to note the acceptance thereof by signing his/her name as hereinabove subscribed.

Town Secretary

Town of Little Elm. Texas



SD5299A G01, S05, C13, TIF12

619242 - A0662A M JONES, TR 36A, 0.4037AC/ALL 983469 - A0662A M JONES, TR 36A(3), 3.0363AC/ALL 983470 - A0662A M JONES, TR 35D, 6.9637AC/ALL 200772 - A0662A M JONES, TR 35(PT), 1.3AC/ALL 983449 - A0662A M JONES, TR 35C, 14.249AC/ALL 983448 - A0662A M JONES, TR 36A(2), 4.902AC/ALL

> FINAL PLAT **ALTA 380 ADDITION** LOTS 1-11, BLOCK A

30.853 ACRES SITUATED IN THE MARSELLA JONES SURVEY, ABSTRACT NO. 662 TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS CASE NO. FP-22-00117

Tower, Suite 700, Dallas, Texas 75240

Date

APRIL 2022

Project No.

067780333

Filed for Record in the Official Records Of: Denton County On: 5/17/2022 8:56:55 AM In the PLAT Records ALTA 380 ADDITION Doc Number: 2022 - 190 Number of Pages: 2 Amount: 100.00 Order#:20220517000141 By: AZ

ALTA 3EIGHTY,LLC. 5440 HARVEST HILL RD, SUITE 206 DALLAS, TEXAS 75230 PHONE: 214-593-0218 CONTACT: RYAN MILLER

ryan.miller@woodpartners.com

P.O. BOX 115125 CARROLLTON, TEXAS 75011 PHONE: 972-466-3183 CONTACT: PETE FLOWERS pflowers@dollar-flowers.com

KIMLEY-HORN AND ASSOCIATES, INC. sarah.scott@kimley-horn.com

LOCATION MAP NOT TO SCALE

#### **BENCHMARK**

RM DN0697 ELEV.= 655.07' (2011 ADJ.)

BRASS DISK IN CONCRETE HEADWALL OF CULVERT AT DAY LABOR SITE, IN THE MIDDLE OF THE INTERSECTIONS OF FORT WORTH DRIVE, WEST COLLINS STREET, AND MYRTLE STREET, IN SOUTHEAST DENTON, TEXAS.

### SITE BENCHMARK

CUT BOX IN CONCRETE

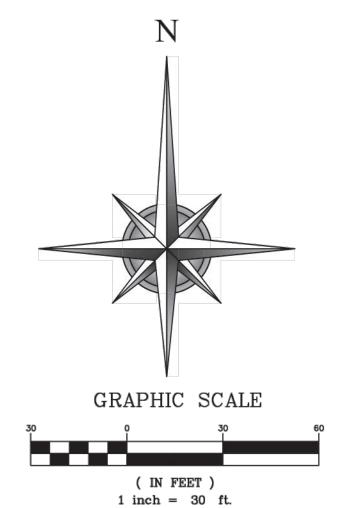
CUT BOX IN CONCRETE ON BACK OF CURB AT END OF DRIVE. SOUTH 85°23'30" WEST, A DISTANCE OF 13.81 FEET FROM THE SOUTHEAST CORNER OF THE SUBJECT TRACT, AS SSHOWN HEREON.

## LEGEND / ABBREVIATIONS

ELEV.= 583.74'

POWER POLE OVERHEAD LINE SANITARY MANHOLE PROPERTY MARKER UNDERGROUND CABLE O.P.R. D.C.M.R.

ABSTRACT BUILDING LINE CLERK'S FILE NUMBER FOUND IRON ROD OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS DENTON COUNTY MAP RECORDS RIGHT OF WAY



OVERALL DETAIL NOT TO SCALE LIFT STATION EASEMENT C.F.N. 2015-49068 O.P.R. D.C.T. ACCESS EASEMENT 2 -C.F.N. 2015-49069, 2016-14422, & 2017-23492 O.P.R. D.C.T. WATER EASEMENT C.F.N. 2015-49068

LOT 5, BLOCK A

UTILITY EASEMENT X 580 UPPER TRINITY REGIONAL WATER DISTRICT VOL. 4962, PG. 853

**×** 579.4

× 579.5

ELECTRIC EASEMENT

**CURVE TABLE** NO. | LENGTH | RADIUS | DELTA | CHD. BRG. | CHORD 63.31' 4,643.33 0°46'52" N 80°03'37" W 63.31' LOT 2, BLOCK A LINE TABLE BEARING LENGTH S 85°44'38" W 13.82 26' ACCESS, DRAINAGE, N 79°40'11" W | 105.67' & UTILITY EASEMENT \_ PLAT C.F.N. FP-22-00117 D.C.M.R. LOT 3, BLOCK A 1. EAST/WEST ACCESS ROAD C.F.N. 2021-128723 O.P.R. D.C.T. X 578.8 579 **X** 577.2 SHIPPING CONTAINE 10f. 26' ACCESS, DRAINAGE, & UTILITY EASEMENT **×** 576.9 C.F.N. FP-22-00117 SHIPPING CONTAINER D.C.M.R. SHIPPING CONTAINER

ALTA 380 ADDITION LOT 6, BLOCK A C.F.N. 2022-190 D.C.M.R.

X 578.4

ENTRY DRIVE C.F.N. 2021-128723+

O.P.R. D.C.T.

U.S. HIGHWAY 380

(150' R.O.W.) ASPHALT

## GENERAL NOTES

X 576.9

**X** 576.9

X 576.8

SOUTHWESTERN BELL
TELEPHONE CPMPANY
VOL. 605, PG. 568
TOP OF RIM = 577.41

10" PVC = 569.66' E/W

X 577.6

× 577.4

LOT 7, BLOCK A

★ 577.3

1. The surveyor has not abstracted the site. This survey relies on the title search from Fidelity National Title Insurance Company, Commitment No. 1901552200396, effective date: June 16, 2022, issue date: June 27, 2022 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any

3. Bearing based on Texas State Plane Coordinates, North Central Zone, NAD83.

4. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

5. Flood Statement: This site is situated in Zone "X" in Denton County, Texas according to FEMA map number 48121C0405G, Community No. 481152, dated April 18, 2011. Warning: This statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of

6. Property does not have a phyical address posted on the ground or per Denton County Appraisal District, Parcel Number: 983449.

7. No evidence of recent earth moving work, building construction, or building additions observed at

8. No proposed changes in street right of way lines made available to the surveyor by a controlling jurisdiction. no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

9. The surveyed property shown heron has indirect access to State Highway 380 and Cypress Bend Parkway, dedicated public roads as shown hereon.

10. No gap or gores between State Highway 380, Cypress Bend Parkway and the surveyed property. 11. Property has a net land area of 0.895 acres (39,008 square feet) of land.

12. Utilities are shown per observed evidence. No additional plans provided at the time of survey or marking by utility companies. All utilities serving the Property enter through adjoining public streets and/or easements of record.

13. This survey was made in accordance with laws and/or Minimum Standards of the State of

14. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises.

15. There is no observed evidence of use of the Property as a solid waste dump, sump or sanitary

16. This survey was prepared for Plaza Street Fund 259, LLC.

ACCESS EASEMENT 1

C.F.N. 2015-49069, 2016-14422, & 2017-23492 O.P.R. D.C.T.

18" RCP

575.38 18" RCP

roup

## DRAWING

IELD BK	53/43
IELD WRK	LP
DATE	06/22/22
RAFTING	JAB
DATE	07/07/22
CHECKED	СТ
DATE	07/21/22

## **ISSUE**

то	DATE
CLIENT	07/21/22
CLIENT	08/29/22

CHECK: CT DRAWN: JAB

JOB: D22-00096 SUR-1

SHEET 1 OF 2

To: Little Elm 280 2931 Partners LLC, a Texas limited liability company, Plaza Street Fund 259, LLC, a Kansas limited liability company 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 2021 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, 5, 6(a), 6(b), 8, 9, 11(a), 11(b), 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on June 22, 2022.

Clemente Turrubiartes Jr. Registered Professional Land Surveyor Texas Registration No. 6657 Date: July 21, 2022



#### LEGAL DESCRIPTION (AS PROVIDED)

TRACT

Lot 6, Block A, Alta 380 Addition, a Subdivision to the Town of Little Elm, Texas, Denton County, Texas, according to the plat thereof recorded under Clerk's File No. 2022—190, Plat Records, Denton County, Texas.

Non-Exclusive Easement rights created in that certain Declaration of Covenants, Conditions Easements and Restrictions, filed on May 8, 2015 and recorded under Clerk's File No. 2015—49068 and affected under Clerk's File No. 2017—23491, Real Property Records, Denton County, Texas.

TRACT

Non-Exclusive Easement rights created in that certain Declaration of Restrictions and Cross-Access Agreement, filed on July 16, 2021 and recorded under Clerk's File No. 2021—128723 Real Property Records, Denton County, Texas.

#### SCHEDULE B ITEMS (AS PROVIDED)

The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

under Clerk's File No(s). <u>2015—49068</u>, <u>2015—49069</u>, <u>2016—14422</u>, <u>2016—112573</u>, <u>2016—154989</u>, <u>2017—23491,2017—23492</u>, <u>2017—23493</u>, <u>2021—128723</u>, <u>2021—133264</u>, Real Property Records, Denton County, Texas

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

SUBJECT TRACT TO EXCEPTION LISTED IN ITEM NUMBER 1, EXCEPT:

2016-112573 - EASEMENTS LISTED IN DOCUMENT ARE LOCATED EAST OF SUBJECT TRACT AND DO NOT AFFECT 2016-154989 - EASEMENT LISTED IN DOCUMENT ARE LOCATED EAST OF SUBJECT TRACT AND DO NOT AFFECT 2021-125723 - AFFECTS AS SHOWN ON SURVEY

Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: 13' access, drainage and utility easement

Affects: North

Recording No: under Clerk's File No. <u>2022—190</u>, Plat Records, Denton County, Texas AFFECTS LOT 6 AS SHOWN

Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Denton County Electric Cooperative, Inc.

Purpose: As provided in said document Recording Date: February 26, 1954

Recording No: <u>Volume 403. Page 502</u> as affected by instrument recorded under Clerk's File No. <u>2009—127002</u>
Real Property Records, Denton County, Texas

Affects: As shown on plat AFFECTS LOT 6 AS SHOWN

Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Southwestern Bell Telephone Company
Purpose: As provided in said document
Recording Date: August 3, 1970
Recording No: Volume 605. Page 568 Real Property Records, Denton County, Texas
Affects: As shown on plat APPROXIMATE LOCATED OF CENTER LINE SHOWN PER PLAT, FIELD VERIFY LOCATION

Matters contained in that certain document Entitled: Memorandum of Lease Agreement Dated: October 23, 1997 Executed by: Weldon Wayne Rogers, et al Recording Date: May 6, 1998

Recording No: Volume 4086, Page 871 Real Property Records, Denton County, Texas Reference is hereby made to said document for full particulars. LEASE AND AND ACCESS EASEMENT IS LOCATED WEST OF SUBJECT TRACT AND DOES NOT AFFECT

Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Upper Trinity Regional Water District
Purpose: As provided in said document Recording Date: November 9, 2001
Recording No: Volume 4962, Page 853
Real Property Records, Denton County, Texas
Affects: As shown on plat AFFECTS LOT 6 AS SHOWN

Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Upper Trinity Regional Water District

Purpose: As provided in said document

Recording Date: July 8, 2004

Recording No: under Clerk's File No. 2004—90044 Real Property Records, Denton County, Texas EASEMENT IS

LOCATED ALONG FM 2931, LOCATED WEST OF LOT 6 AND DOES NOT AFFECT

Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 12, 2008, recorded December 16, 2008 at under Clerk's File No. 2008—132752 as affected by under Clerk's File No. 2015—42601 of the Official Records of Denton County, Texas, which document contains the following language all oil, gas and other minerals. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). ITEM IS NOT AN EASEMENT OF RECORD AND THEREFORE IS NOT HEREON

Easement(s) and rights incidental thereto, as granted in a document: Granted to: Mustang Special Utility District
Purpose: As provided in said document
Recording Date: July 10, 2015

Recording No: under Clerk's File No. 2015-77550 Real Property Records, Denton County, Texas EASEMENT IS LOCATED ALONG FM 2931, LOCATED WEST OF LOT 6 AND DOES NOT AFFECT

Easement(s) and rights incidental thereto, as granted in a document: Granted to: Mustang Special Utility
District
Purpose: As provided in said document
Purpose: As provided in Said document

Recording Date: September 29, 2016

Recording No: under Clerk's File No. <u>2016—122210</u> Real Property Records, Denton County, Texas **EASEMENT IS LOCATED NORTH OF LOT 6 AND DOES NOT AFFECT** 

Matters contained in that certain document
Entitled: Declaration of Easements and Restrictions
Dated: May 24, 2017
Executed by: 2931 Commercial LP, a Texas limited partnership
Recording Date: May 25, 2017
Recording No: under Clerk's File No. 2017—61883 Real Property Records, Denton County, Texas
Reference is hereby made to said document for full particulars. EASEMENTS ARE LOCATED WEST AND EAST OF LOT

Matters contained in that certain document Entitled: Declaration of Covenants Dated: July 15, 2001

6 AND DOES NOT AFFECT

Executed by: 2931 Commercial LP, a Texas limited partnership Recording Date: July 16, 2021

Recording No: under Clerk's File No. <u>2021-128724</u> as affected by instrument under Clerk's File No. <u>2021-133264</u> Real Property Records, Denton County, Texas

Reference is hereby made to said document for full particulars. ITEM IS BLANKET IN NATURE AND IS LOCAED ON TRACTS LOCATED NORTHEAST OF LOT 6 AND DOES NOT AFFECT

2675 PRATUM AVENUE

ALL OF LOT 6, BLOCK A
ALTA 380 ADDTION, LOTS 1-11, BLOCK A
C.F.N. FP-22-00117 D.C.M.R.
IN THE MARSELLA JONES SURVEY, A-662

DRAWING

FIELD BK	53/43
FIELD WRK	LP
DATE	06/22/22
DRAFTING	JAB
DATE	07/07/22
CHECKED	СТ
DATE	07/21/22

DATE 07/21/22 08/29/22

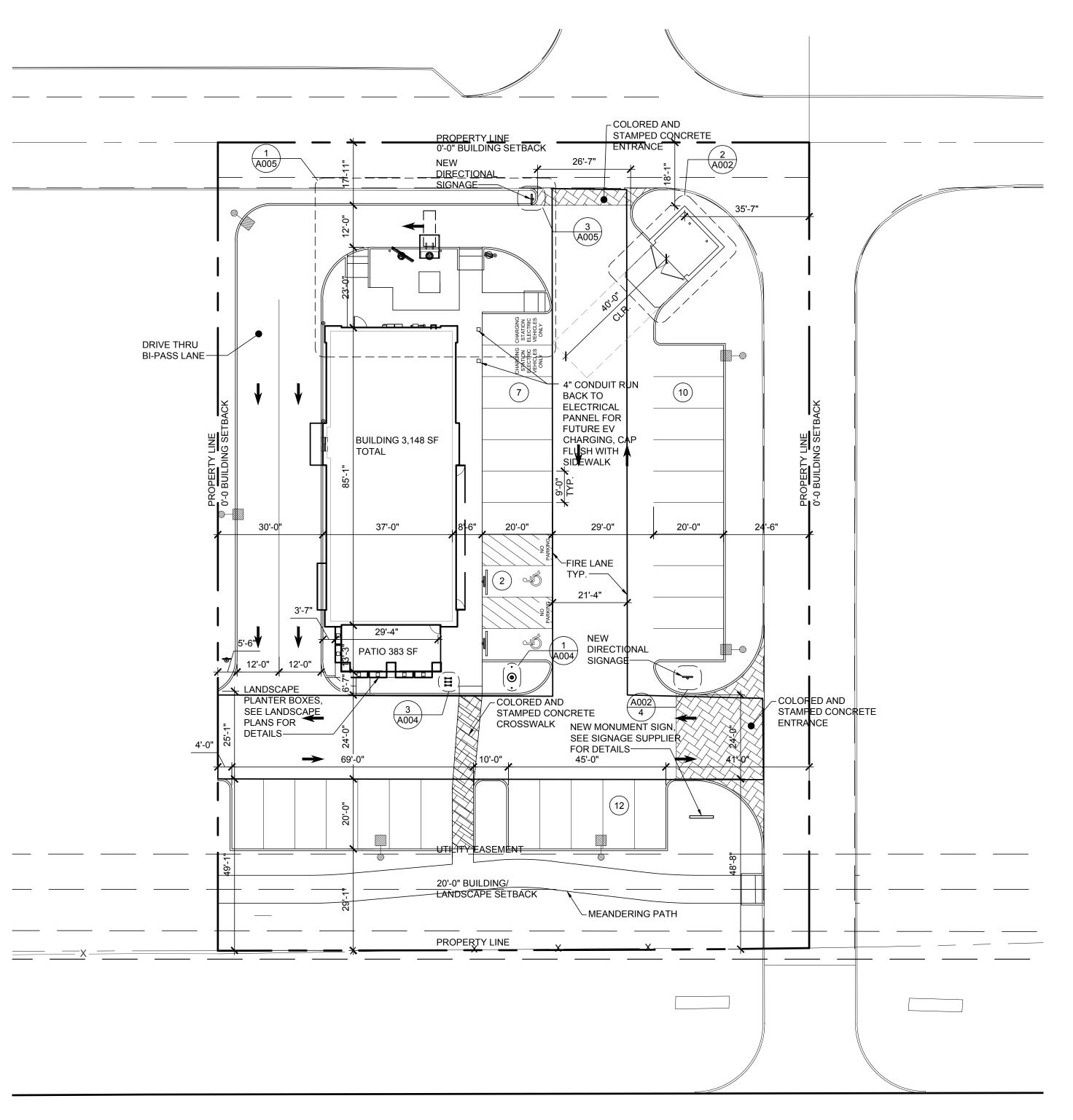
CLIENT

CLIENT

DRAWN: JAB
JOB: D22-00096

SUR-1

2022 \UZZ-UUU90 \UW6 \UZZ-UUU90 FREUUTS LIILE ELM\_YZ.awg



U.S. HIGHWAY 380

	N
SITE PLAN	0' 10' 20' 40'
SCALE: 1" = 20'-0"	
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		Ž	ZONING IN	IFORMATI	ON
SITE ZONING SECTION 106.05.01 TABLE B	ZONING: PD - PLANNED DEN COMPREHENSIVE PLAN DES SUP REQUIRED: RESTAURA	SIGNATION: RET		PARKING SECTION 106.06.31	PARKING SPACE SIZE 9'-0" X 9'-0" X 20'-0" FREDDY'S: AREA BREAKDOWN:
SITE AREA ARTICLE III SECTION 106.03.02 TABLE U	LOT AREA: FAR (FLOOR AREA RATIO):	REQUIRED 1 ACRE N/A	PROPOSED 38,980 SF 0.89 ACRES 0.08		TOTAL BUILDING: 3,148 S.F.  DRIVE THRU RESTAURANT  EXCLUDING EXTRIOR WALLS: 2,885 SF  RESTAURANT:  1 PER 100 SF 2885/100 = 28.8 29 31
BUILDING SETBACK ARTICLE III SECTION 106.03.03 TABLE U	FRONT YARD INTERIOR SIDE YARD REAR YARD:	REQUIRED 20'-0" N/A N/A	PROPOSED 79'-9" 21'-0" MIN. 17'-0" MIN.		DRIVE-THRU STACKING 4 6 4 STACKING SPACES MIN.
BUILDING HEIGHT ARTICLE III SECTION 106.03.03 TABLE U	MAIN BUILDING (FREDDY'S)	REQUIRED 60'-0" MAX.	PROPOSED 25'-0"		
LANDSCAPE SETBACK SECTIONS 106.03.02 SECTIONS 106.06.13 AND 106.06.18	STREET FRONTAGE: FRONT YARD SIDE YARD REAR YARD	REQUIRED  20'-0" MIN. 80'-0" MAX. N/A N/A	PROPOSED  79'-9"  21'-0"  17'-0"		

SCHRISCHING OF THE STATE OF THE

OY'S FROZEN CUSTARD
STEAKBURGERS
TLE ELM561 EAST UNIVERSITY





	ISSUE
ГО	DATE
CONCEPT	6.22.22
CONCEPT	6.30.22
PERMIT	9.12.22
SUP	11.15.22
SUP	11.29.22
SUP	12.13.22



NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF

ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S

CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY

RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE

ENCIRCLE THE ROOTBALL.

MULCHES

PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT"

24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK

SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED

LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES

TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT

GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

(SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL

## a landscapeforms company Aspect Series Landscape Planters Select the ASP product number along with the options below. Standard diameter hole: approximately 2-3/8" Custom size to function with irrigation & drainage Bituminous sealer (suggested for interior applications) Sandblast finish (note size of plumbing fixture to be used) Concrete Color See website to download CSI specifications Prices vary based on color, sandblasting, sealer Natural gray concrete and extra drain holes 9 standard color options available Additional color mixing available ASP-21 1935 lb. 20.5 ft<sup>3</sup>

All weights are approximate. Volume is calculated 1" down from the top surface of the planter.

In 2018, Larry Kornegay designed the Aspect Series exclusively for Kornegay Design® LLC, a Landscape Forms® company

**BOTANICAL / COMMON NAME** 

Lagerstroemia indica `Muskogee`

**BOTANICAL / COMMON NAME** 

Abelia x grandiflora `Edward Goucher

Leucophyllum frutescens `Compacta`

Pennisetum alopecuroides `Hameln`

Trachelospermum asiaticum `Bronze Beauty`

**BOTANICAL / COMMON NAME** 

Cynodon dactylon `Tif 419`

Bronze Beauty Asian Jasmine

Bermuda Grass

llex x attenuata `Savannah`

Muskogee Crape Myrtle

Pistacia chinensis

Chinese Pistache

Quercus virginiana

Southern Live Oak

Glossy Abelia

Aztec Grass

Myrica cerifera

Wax Myrtle

CompactTexas Ranger

Liriope muscari `Aztec`

Hameln Fountain Grass

Savannah Holly

SV

LM

PC

QV

CODE

AG

CODE

4,300 sf

### LANDSCAPE CALCULATIONS

TREES REQUIRED:

TREES PROVIDED:

CONT.

3-5 CANES, 2.5" OVERALL Cont. or B&B 6`-8` HT

3" Cal.

4" Cal.

4" Cal.

3 gal.

5 gal

1 gal

5 gal

1 gal.

<u>CONT</u>

CONTAINER

Cont. or B&B 10`-12`

Cont. or B&B 12`-14`

SPACING

36" OC

36" OC

36" OC

Per Plan

<u>SPACING</u>

12" O.C.

v. 2022.09.13

Cont. or B&B 12`-14` HT

SIZE

18" Min.

24" Min.

12" O.C.

SIZE

Container Full

INTERIOR LANDSCAPE REQUIREMENTS GROSS VEHICULAR USE AREA: LANDSCAPE AREA REQUIRED: LANDSCAPE AREA PROVIDED:

18.899 SF 1,890 SF (10% OF VEHICULAR USE AREA) 8,065 SF (42%)

5 TREES (1 TREE PER 400 SF OF REQ'D LS AREA) 5 TREES

ROW LANDSCAPE REQUIREMENTS

**CANOPY TREES REQUIRED - US 380:** 6 TREES (1 PER 30 LF OF FRONTAGE, 182 LF TOTAL) CANOPY TREES PROVIDED - US 380: 0 TREES\*

PERIMETER LANDSCAPE REQUIREMENTS CANOPY TREES REQUIRED - NORTH BOUNDARY: 4 TREES (1 PER 40 LF OF FRONTAGE, 169 LF TOTAL) 2 TREES\* CANOPY TREES PROVIDED - NORTH BOUNDARY: ORNAMENTAL TREES REQUIRED - N. BOUNDARY: 0 TREES (3 PER 5 CANOPY TREES)\* 1 TREES\* ORNAMENTAL TREES PROVIDED - N. BOUNDARY:

CANOPY TREES REQUIRED - EAST BOUNDARY: 6 TREES (1 PER 40 LF OF FRONTAGE, 230 LF TOTAL) CANOPY TREES PROVIDED - EAST BOUNDARY: 1 TREES 4 TREES (3 PER 5 CANOPY TREES)\* ORNAMENTAL TREES REQUIRED - E. BOUNDARY: ORNAMENTAL TREES PROVIDED - E. BOUNDARY: 1 TREES\*

6 TREES (1 PER 40 LF OF FRONTAGE, 231 LF TOTAL) CANOPY TREES REQUIRED - WEST BOUNDARY: CANOPY TREES PROVIDED - WEST BOUNDARY: ORNAMENTAL TREES REQUIRED - W. BOUNDARY: 4 TREES (3 PER 5 CANOPY TREES) ORNAMENTAL TREES PROVIDED - W. BOUNDARY:

\*UTILITY EASEMENTS PREVENT PLACING TREES WITHIN ROW AND PERIMETER LANDSCAPE BUFFERS

#### LANDSCAPE POINTS

TOTAL SITE AREA: 39.007 SF (0.89 ACRES) POINTS REQUIRED: 25 POINTS ENHANCED ENTRANCEWAY 5 POINTS ENHANCED HARDSCAPE 5 POINTS ENHANCED LANDSCAOPING 5 POINTS **PLANTERS** 5 POINTS ENHANCED BUFFER 5 POINTS TOTAL POINTS PROVIDED 25 POINTS

#### LITTLE ELM STANDARD LANDSCAPE NOTES

- 1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and such activities common to the maintenance of landscaping.
- Landscape areas shall be kept free of trash, litter, weeds and other such
- material or plants not a part of the landscaping. No substitutions for plant materials are allowed without written approval by the Director and acknowledged by an approval stamp on thelandscape plan.
- The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area. All driveways will maintain visibility as approved by the Director. All plantings intended for erosion control will be maintained. The Town may require revegetation to prevent erosion or slippage.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within thirty (30)days or a date approved by the Director, based on current seasons and weather conditions (e.g.drought or freeze).
- When power lines are present, trees shall not be planted underneath and should be oriented in a manner to avoid conflict. Substitution of plant material is not allowed without prior written authorization from the Director.
- All required landscape areas shall be provided with an automatic underground irrigation system with rain and freeze sensors and evapotranspiration (ET) weather-based controllers and said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator.
- All trees are to be equipped with a bubbler irrigation system.
- Required landscaped open areas and disturbed soil areas shall be completely covered with living plant material, per the landscape ordinance.
- 10. All streetscape furniture (benches, bollards, lampposts, trash receptacles, patio furniture, bike racks, etc.) shall be a chip and flake resistant metal, decorative, and generally black "storm cloud" incolor. (Ord. No. 986, § 2, 10-20-2009)

#### GENERAL GRADING AND PLANTING NOTES

- 1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT
- TOP OF MULCH) AS INDICATED ON THE GRADING PLANS. a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION. b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE
- SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL
- SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER. 4. ALL LANDSCAPE AREAS TO RECEIVE A MINIMUM 6" OF TOPSOIL.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE
- b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF
- THE MAINTENANCE PERIOD 6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.



LANDSCAPE **PLANTING EVERGREEN** (800) 680-6630 15455 Dallas Pkwy., Ste 600 Addison, TX 75001 www.EvergreenDesignGroup.com

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ISSUE CONCEPT 6.22.22 CONCEPT 6.30.22

9.12.22

CHECK:RM

PERMIT

DRAWN:EMS JOB:D2200096

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR

- 1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN 2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE
- OWNER FOR FURTHER QUALIFICATION MEASURES. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD. 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS,
- 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF
- THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

#### PRODUCTS

ALL MANUFACTURED PRODUCTS SHALL BE NEW.

- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS 1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200
- MILES OF THE PROJECT SITE. AND WITH SIMILAR CLIMACTIC CONDITIONS 2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS)
- TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
- ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL
- ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
- CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
- MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS. 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE
- HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8: MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- G. PLANTING MIX FOR POTS: AN EQUAL PART MIXTURE OF TOPSOIL, SAND AND COMPOST. INCORPORATE "GELSCAPE", AS MADE BY AMEREQ. INC., (800) 832-8788, AT THE RATE OF 3 LB, PER CUBIC YARD OF PLANTING MIX. H. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING
- PALM MAINTENANCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP, (800) 203-7740, OR APPROVED EQUAL. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- K. TREE STAKING AND GUYING STAKES: 6' LONG GREEN METAL T-POSTS.

THE MANUFACTURER'S LABELED RATES.

- GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE
- STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER

## METHODS

- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
- a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
- THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE
- SOIL SAMPLES THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER
- APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE. 3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT
- RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
- FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING: TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING
- NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1,000 S.F. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
- "CLAY BUSTER" OR EQUAL USE MANUFACTURER'S RECOMMENDED RATE
- TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
- NITROGEN STABILIZED ORGANIC AMENDMENT 4 CU. YDS. PER 1,000 S.F. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
- "CLAY BUSTER" OR EQUAL USE MANUFACTURER'S RECOMMENDED RATE
- IRON SULPHATE 2 LBS. PER CU. YD.
- 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS. AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
- THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18"
- SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER. 6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

- B. SUBMITTALS THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT,
- AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
- SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY). WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING
- C. GENERAL PLANTING REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
- EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
  - TRENCHING NEAR EXISTING TREES: CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
  - ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
- ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE
- CANOPY DRIP LINES WITHIN 24 HOURS. d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY
- GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES
- ABOVE THE SURROUNDING GRADE. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
- TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
- a. 1"-2" TREES TWO STAKES PER TREE 2-1/2"-4" TREES THREE STAKES PER TREE
- TREES OVER 4" CALIPER GUY AS NEEDED MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
- #15 CONT. 24" BOX TREES TWO STAKES PER TREE THREE STAKES PER TREE 36"-48" BOX TREES
- **OVER 48" BOX TREES** GUY AS NEEDED THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO MULTI-TRUNK TREES STABILIZE THE TREE
- UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS)
- SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT
- IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS,
- COVERING THE ENTIRE PLANTING AREA. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
- LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
- ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- HYDROMULCHING TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
  - a. WINTER MIX (OCTOBER 1 MARCH 31) 50# CELLULOSE FIBER MULCH
    - 2# UNHULLED BERMUDA SEED 2# ANNUAL RYE SEED
  - 15# 15-15-15 WATER SOLUBLE FERTILIZER SUMMER MIX (APRIL 1 - SEPTEMBER 30)
  - 50# CELLULOSE FIBER MULCH 2# HULLED BERMUDA SEED 15# 15-15-15 WATER SOLUBLE FERTILIZER
- 2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS: GENERAL
  - 50# CELLULOSE FIBER MULCH 15# 15-15-15 WATER SOLUBLE FERTILIZER

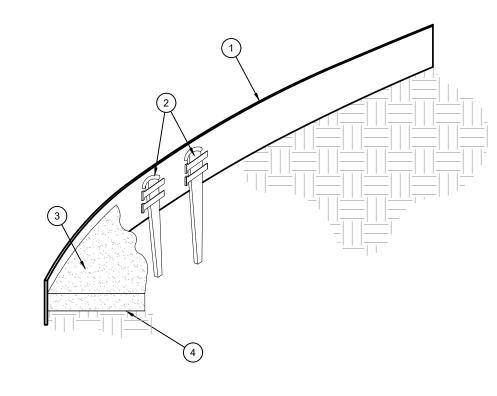
AFTER SEEDING

COMMENCE.

- SEED RATE PER LEGEND G. DRILL SEEDING 1. ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED
  - THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS: 50# CELLULOSE FIBER MULCH
    - 15# 15-15-15 WATER SOLUBLE FERTILIZER 4# ORGANIC BINDER
- INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- CLEAN UP DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION
- DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE. J. INSPECTION AND ACCEPTANCE 1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF
  - DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24
- THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL
- K. LANDSCAPE MAINTENANCE THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING. RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL. TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING
- ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL,
- HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR: a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL
- DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS

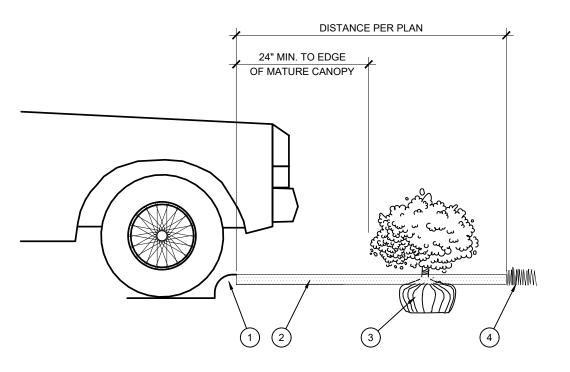
OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN

- LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE
- EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED
- DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS. M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



- (1) ROLLED-TOP STEEL EDGING PER PLANS.
- (2) TAPERED STEEL STAKES.
- (3) MULCH, TYPE AND DEPTH PER PLANS
- 1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED. P) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE 3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING



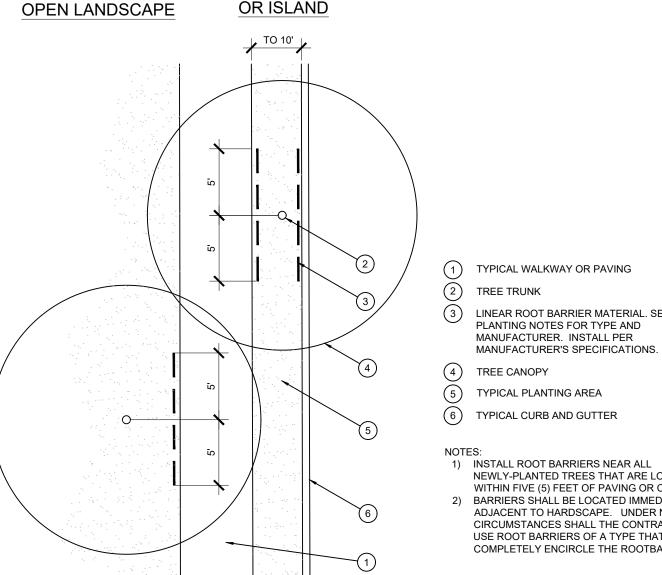


1) CURB. (2) MULCH LAYER. (3) PLANT. (4) TURF (WHERE SHOWN ON PLAN).

**PARKWAY** 

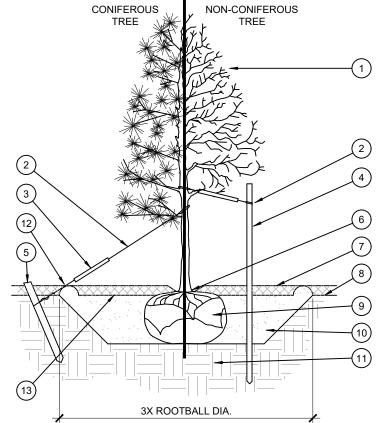
PLANTING AT PARKING AREA

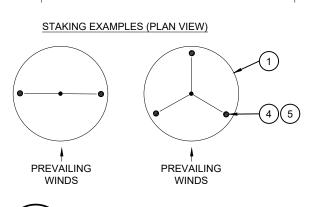
SCALE: NOT TO SCALE



(1) TYPICAL WALKWAY OR PAVING LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND

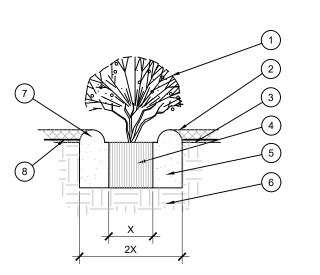
- TREE CANOPY TYPICAL PLANTING AREA TYPICAL CURB AND GUTTER
- 1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. 2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.
- **ROOT BARRIER PLAN VIEW**





TREE PLANTING

- (1) TREE CANOPY.
- (2) CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
- (3) 24" X 3/4" P.V.C. MARKERS OVER WIRES.
- (4) GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- (5) PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- (6) TRUNK FLARE
- 7) MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- 9 ROOT BALL.
- BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- (11) UNDISTURBED NATIVE SOIL.
- (12) 4" HIGH EARTHEN WATERING BASIN (13) FINISH GRADE.
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
- FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL. REMOVE ALL NURSERY STAKES AFTER PLANTING.
- 5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE. 6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND



1) SHRUB, PERENNIAL, OR ORNAMENTAL GRASS. 2 ) MULCH, TYPE AND DEPTH PER PLANS. PLACE NO

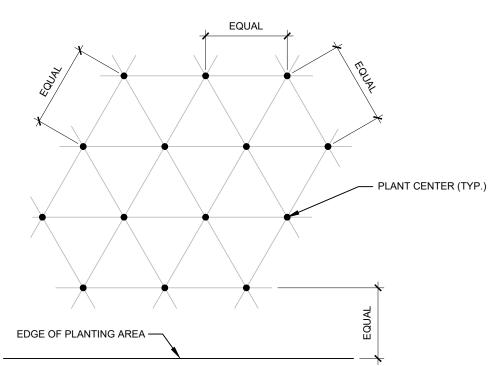
MORE THAN 1" OF MULCH WITHIN 6" OF PLANT

- 3) FINISH GRADE
- (4) ROOT BALL.
- RECOMMENDED IN SOIL FERTILITY ANALYSIS (6) UNDISTURBED NATIVE SOIL.

5 ) BACKFILL. AMEND AND FERTILIZE ONLY AS

(7) 3" HIGH EARTHEN WATERING BASIN. (8) WEED FABRIC UNDER MULCH.

SHRUB AND PERENNIAL PLANTING



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS. 1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA

TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER STEP 1: 100 SF/1.95 = 51 PLANTS STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL PLANT SPACING

PLANTING **DETAILS & SPECIFICATIONS** 



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ISSU CONCEPT 6.22.22 CONCEPT 6.30.22 PERMIT

CHECK:RM DRAWN:EMS JOB:D2200096

#### IRRIGATION DISCLAIMER

THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQURED TO MOVE SUCH ITEMS AT HIS OWN COST.

IRRIGATION CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.

#### AUTOMATIC DRAIN VALVES AND AIR RELIEF VALVES

INSTALL AUTOMATIC DRAIN VALVES AT THE LOW POINTS OF EACH LATERAL LINE (MIN. 2 PER VALVE) AS PER DETAIL ON SHEET LI-2. INSTALL AIR RELIEF VALVES ON DRIP SYSTEMS AT THE LCOATIONS SHOWN ON THE PLANS, AS AS PER DETAILS.

## SLEEVING / WIRING NOTES:

IN ADDITION TO PROVIDING SLEEVES FOR ALL PIPING UNDER ROADWAYS AND WALKWAYS, THE IRRIGATION CONTRACTOR SHALL PROVIDE AND INSTALL SCH. 40 PVC SLEEVES FOR ALL CONTROLLER WIRES OCCURRING UNDER ALL ROADWAYS AND WALKWAYS. SLEEVES FOR CONTROLLER WIRES SHALL BE 2" DIA. AND CONTAIN NO MORE THAN 25 WIRES. FOR PLAN CLARITY, ONLY SOME REPRESENTATIVE SLEEVES ARE SHOWN; SOME SLEEVES MAY NOT BE SHOWN.

120 VAC POWER TO CONTROLLER LOCATION IS NOT WITHIN THE IRRIGATION CONTRACTOR'S SCOPE OF WORK, AND SHALL BE PROVIDED BY OTHERS. HOOK-UP OF CONTROLLER TO 120 VAC SHALL BE PERFORMED BY THE IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR SHALL COORDINATE LOCATION OF WIRE SLEEVE PENETRATIONS THROUGH BUILDING WITH OWNER AND GENERAL CONTRACTOR. STATION RUN ORDER SHALL MATCH PLANS.

## **VALVE KEY**

		Valve Callout
_		Valve Number
	# • \ # •	Valve Flow
	#" •	Valve Size

## IRRIGATION\_LEGEND

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NOTE: L.I.C. SHALL SELECT R-VAN SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED

FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED. \*\*\* ALL PIPE TO BE SIZED SUCH THAT FLOWS WILL NOT EXCEED VELOCITY OF 5 FPS \*\*\*



THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE DESIGNER DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. AS SUCH THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND UNCOVERING EXISTING UTILITIES IN THE VICINITY OF THE PROPOSED IMPROVEMENTS AND UTILITY CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION TO ASCERTAIN EXACT MATERIALS, LOCATIONS, ELEVATIONS, ETC. AND THEIR POTENTIAL CONFLICT WITH PROPOSED IMPROVEMENTS. GC SHALL CONSULT WITH CONSTRUCTION MANAGER AND ENGINEER AS APPROPRIATE



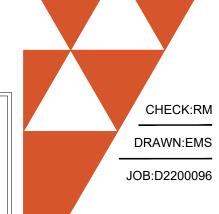


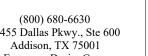


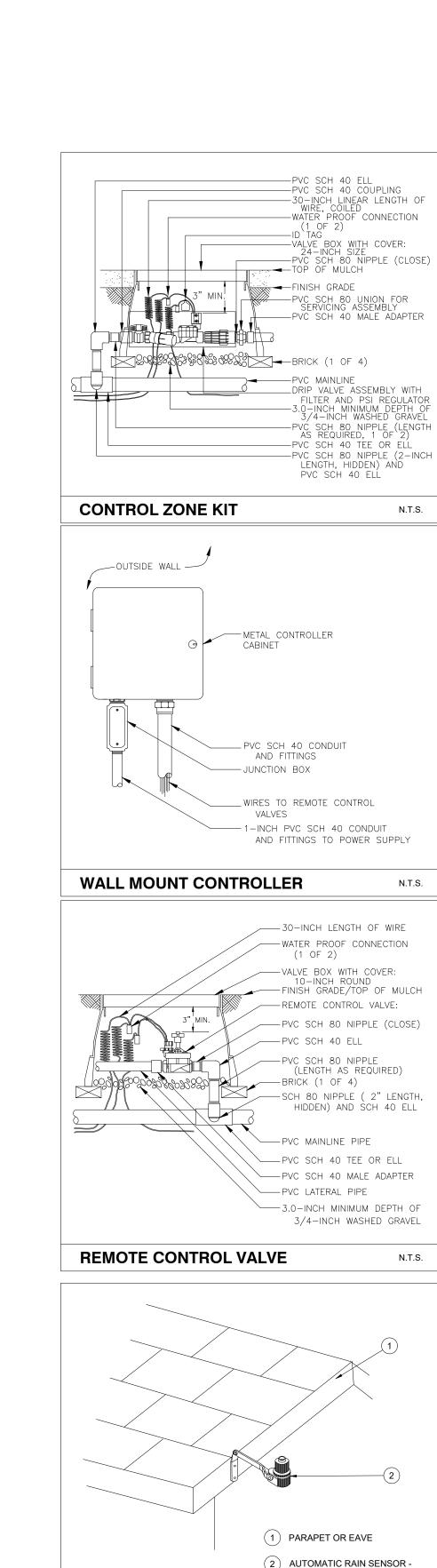
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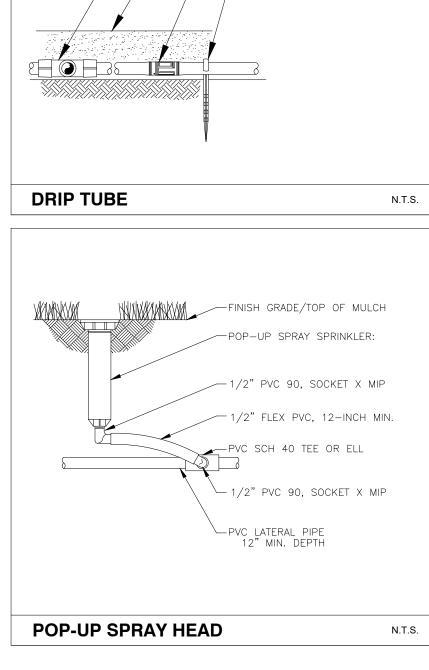


CONCEPT 6.22.22 CONCEPT PERMIT









FINISH GRADE

SEE SPECS.

LINE FLUSHING

BRICK SUPPORTS

3/4" GRAVEL SUMP

TREE ROOT BALL

TREE BUBBLER

N.T.S.

N.T.S.

INSTALL PER MANUFACTURER'S

N.T.S.

INSTRUCTIONS

**RAIN SENSOR, ROOF MOUNT** 

MANUAL LINE FLUSH VALVE

ADJUST STREAM BUBBLER

FOR OPTIMUM COVERAGE

INCLUDE TWO BUBBLER HEADS, SET

ON OPPOSITE SIDES OF ROOT BALL

(1 CUBIC FOOT)

L DRIP TUBE

N.T.S.

STREAM BUBBLER NOZZLE ON 6" POP-UP SPRAY — HEAD BODY, SET INSIDE PLANTING "WELL"

SET TOP OF HEAD FLUSH

WITH GRADE AROUND OUTSIDE OF TREE WELL 1/2-INCH MALE NPT X 1/2" SLIP SCH. 40 PVC ELL.

1/2" FLEX PVC PIPE

MINIMUM 18" LENGTH

1/2-INCH MALE NPT X

— PVC SCH 40 TEE OR ELL — PVC LATERAL PIPE

- 17 MM COMPRESSION FITTING

2" BELOW GRADE IN SHRUB BED

OR 4" BELOW GRADE IN TURF

( SHRUB BED ONLY )

TOP OF GRADE

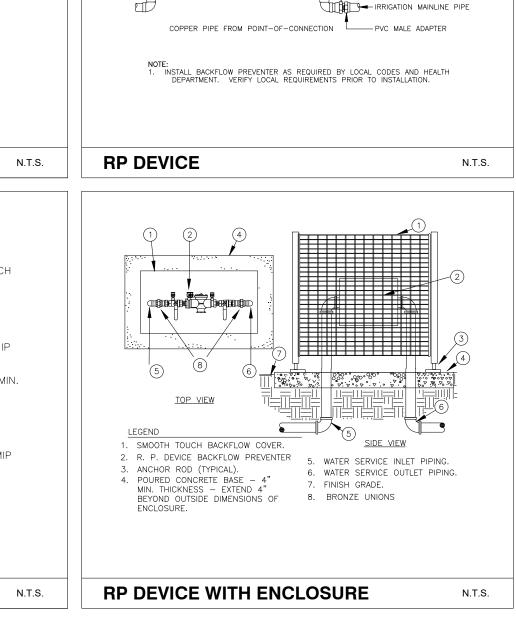
– DRIP TUBE

TIE DOWN STAKE:

 $_{0}$ 1 $^{\prime}/2$ " SLIP SCH. 40 PVC ELL.

- TREE WELL RIM

VALVE TLSOV



RAIN BIRD XP-1200X

POLYETHYLENE DISTRIBUTION TUBING

N.T.S.

COPPER MALE ADAPTER (1 OF 2)

COPPER UNION (1 OF 2)

- 1/4-INCH TUBING:

RAIN BIRD PT-025

RAIN BIRD DT-025

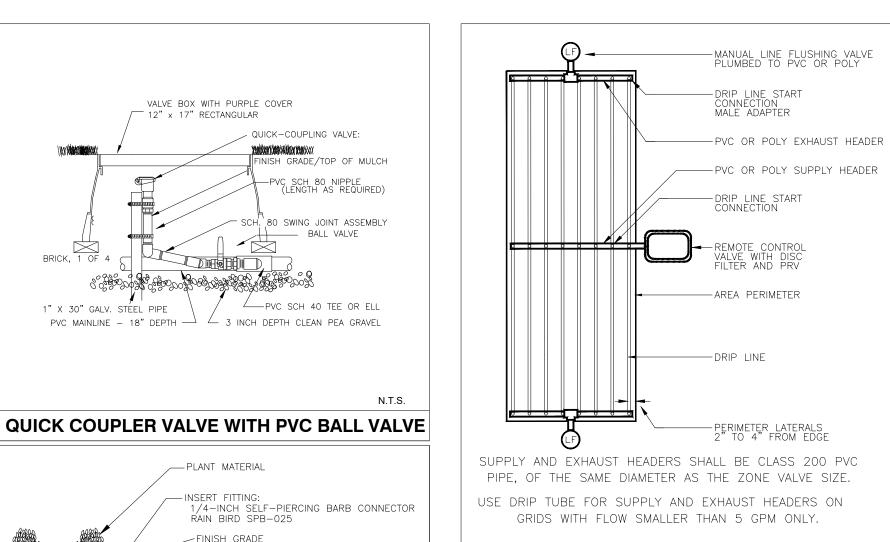
NOTE:
USE XERIMAN TOOL XM—TOOL TO INSERT BARB CONNECTOR DIRECTLY
INTO 1/2—INCH POLYETHYLENE TUBING.

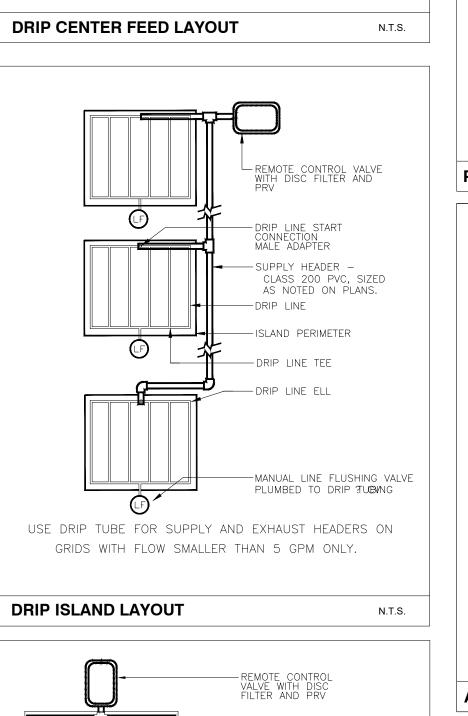
**DRIP ZONE INDICATOR** 

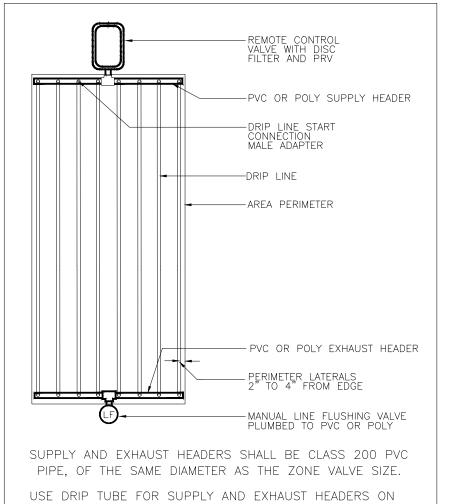
BRONZE BALL VALVE REQUIRED BETWEEN METER AND R.P. DEVICE.

LOCATE AT FURTHEST DISTANCE FROM DRIP VALVE ASSEMPLY, ADJACENT TO EDGING OR WITHIN LOW PLANTINGS FOR OPTIMUM VIEWING. WITH CLOSED SPRAY NOZZLE.

-1/4-INCH BARBED INLET



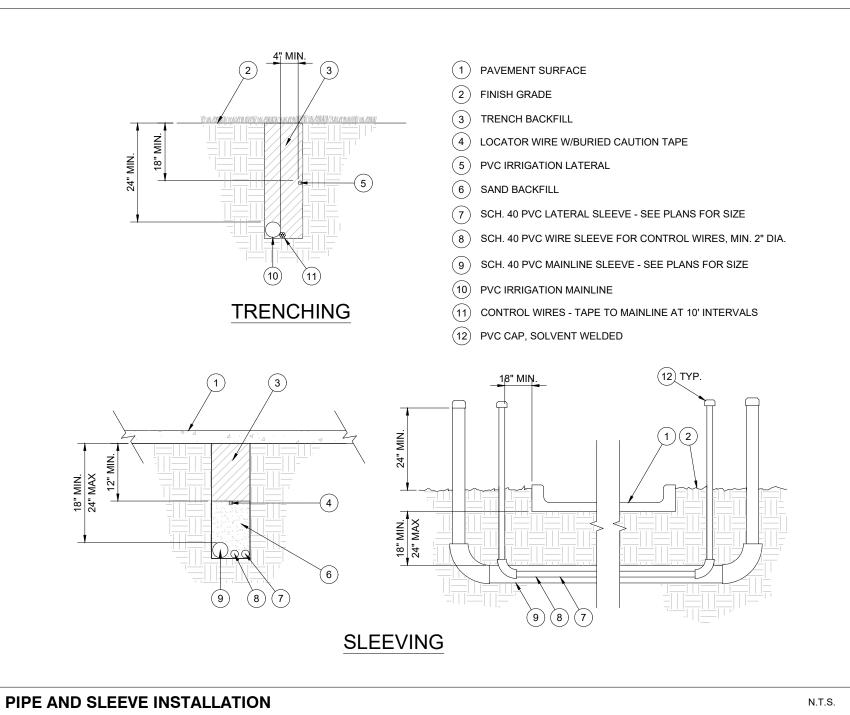




GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

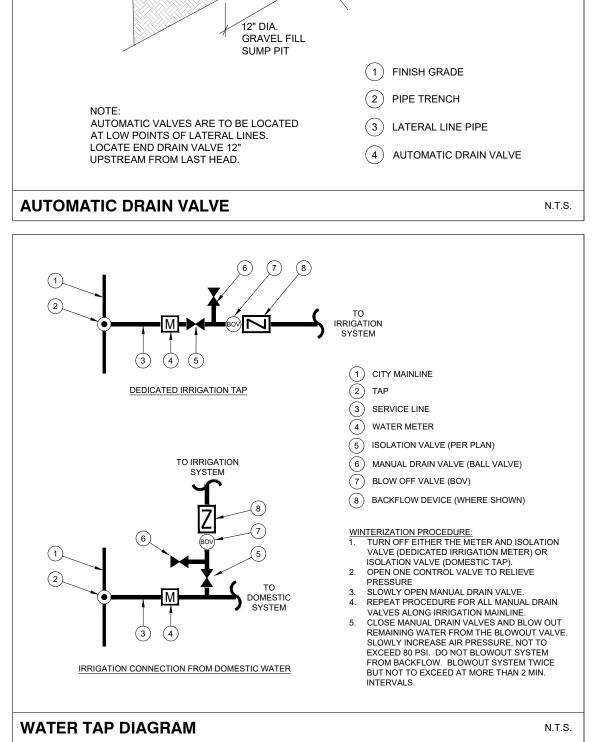
N.T.S.

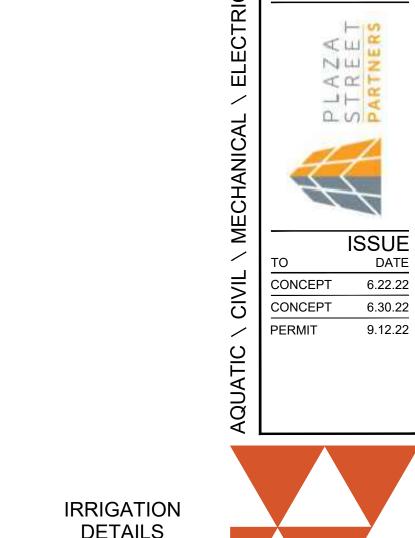
**DRIP END FEED LAYOUT** 



45d TO 30d GAP BELOW

HORIZONTAL







9.12.22 CHECK:RM DRAWN:EMS JOB:D2200096

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12/06/2022

- A. QUALIFICATIONS OF IRRIGATION CONTRACTOR
- ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE IRRIGATION CONTRACTING FIRM SPECIALIZING IN IRRIGATION SYSTEMS. SEE THE IRRIGATION PLAN FOR SPECIFIC EQUIPMENT AND SYSTEM LAYOUT. THE IRRIGATION CONTRACTOR MUST HAVE ON ITS STAFF A TEXAS LICENSED IRRIGATOR. AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY. A LICENSED
- IRRIGATOR OR LICENSED IRRIGATION INSTALLER SHALL BE PRESENT AT THE PROJECT SITE AT ALL TIMES AS WORK IS IN PROGRESS. THE OWNER MAY DEMAND THAT WORK STOP UNTIL THE CONTRACTOR PROVIDES FOR A LICENSED IRRIGATOR OR LICENSED IRRIGATION INSTALLER TO BE PRESENT AT THE PROJECT SITE AND SUPERVISING ALL IRRIGATION WORK. 3. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
- B. SCOPE OF WORK WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES, FEES, AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND/OR SHOWN ON THE IRRIGATION PLANS, NOTES, AND DETAILS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. IN CASE OF
- CONFLICT BETWEEN THESE PLANS AND LOCAL AND/OR STATE CODES, CODES SHALL 3. THE INTENT OF THE IRRIGATION SYSTEM IS TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. THE IRRIGATION PLAN IS GENERALLY DIAGRAMMATIC; COORDINATE IRRIGATION INSTALLATION WITH UTILITY INSTALLATIONS. ACTUAL LOCATION OF CONTROLLER,
- BACKFLOW DEVICE, PIPING, VALVES, SPRAY HEADS, DRIP IRRIGATION, AND RELATED EQUIPMENT MAY NEED TO BE ADJUSTED BASED ON ACTUAL SITE CONDITIONS. FOR CLARITY PURPOSES, SOME IRRIGATION LINES AND EQUIPMENT ARE SHOWN IN HARDSCAPE AREAS WITHOUT ACCESS SLEEVES: THESE LINES SHALL BE INSTALLED IN A COMMON TRENCH OR AT THE BACK OF CURB IN LANDSCAPE AREAS. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER

- A. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF ANY TYPE AND SHALL BE THE BEST OF THEIR CLASS AND KIND. ALL MATERIALS SHALL HAVE A MINIMUM GUARANTEE OF ONE YEAR AGAINST MATERIAL DEFECTS OR DEFECTIVE WORKMANSHIP. ALL MATERIALS SHALL BE OF THE BRANDS AND TYPES NOTED ON THE DRAWINGS OR AS SPECIFIED HEREIN. OR APPROVED EQUAL. THE CONTRACTOR MUST FIRST OBTAIN APPROVAL FROM THE IRRIGATION DESIGNER FOR AN 'APPROVED EQUAL' BEFORE INSTALLING SUCH MATERIALS IN THE FIELD, OR THE CONTRACTOR MAY BE REQUIRED TO REPLACE SUCH MATERIALS AT HIS OWN COST
- BACKFLOW PREVENTION DEVICES SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS. INSTALL BACKFLOW PREVENTION UNITS IN ACCORDANCE WITH IRRIGATION CONSTRUCTION
- DETAILS AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES. PRESSURE SUPPLY LINES, DOWNSTREAM OF THE POINT-OF-CONNECTION:
- SCHEDULE 40 PVC FOR ALL PIPE 2-1/2" OR LESS CLASS 315 PVC, GASKETED, FOR ALL PIPE 3" AND LARGER
- SLEEVING: SCHEDULE 40 PVC NON-PRESSURE LATERAL LINES (DOWNSTREAM FROM VALVES): CLASS 200 PVC
- . FITTINGS: SCH. 40 PVC, EXCEPT AS NOTED OTHERWISE. VALVES AND DRIP VALVE ASSEMBLIES: TYPE AND SIZE AS NOTED ON PLANS. EACH VALVE SHALL BEAR A PRE-MANUFACTURED, NUMBERED WATERPROOF TAG BEARING A NUMBER CORRESPONDING TO ITS VALVE SEQUENCE OF OPERATION ON THE CONTROLLER. THE OPERATION SEQUENCE SHALL MATCH THAT AS SHOWN ON THE PLANS.
- QUICK COUPLERS, BALL VALVES, AND GATE VALVES: TYPE AND SIZE PER PLANS. VALVE BOXES: TYPE AND SIZE AS NOTED ON DETAILS. ALL VALVES BOXES SHALL BE LOCKING BOLT-DOWN TYPE, FURNISHED WITH LIDS AND BOLTS. BOXES SHALL BE OF A SIZE TO CONTAIN THE ENTIRE VALVE AND/OR VALVE ASSEMBLY. THE VALVE BOX LID SHALL HAVE THE VALVE
- STATION NUMBER HEAT-BRANDED INTO THE LID WITH 2" HIGH LETTERS. FIXED SPRAY HEADS AND ROTORS: PLASTIC BODY POP-UP, WITH A REMOVABLE PLASTIC SPRAY NOZZLE. EXACT TYPE, MODEL, AND NOZZLE SHALL BE AS INDICATED ON PLANS. INTEGRAL EMITTER DRIP TUBING: TUBING MODEL AND FLOW RATE AS NOTED ON PLANS, WITH
- AUTOMATIC CONTROLLER: TYPE AND MODEL PER PLANS. PROVIDE VANDAL-PROOF ENCLOSURE FOR ALL EXTERIOR INSTALLATIONS. PROVIDE LINE-VOLTAGE DISCONNECT SWITCH WITH GROUND

INTEGRAL EMITTERS WELDED TO THE INSIDE WALL OF THE TUBING AS AN INTEGRAL PART OF THE

- J. WIRE SPLICES SHALL BE ENCASED IN A WATERPROOF COMPOUND OR GEL. ALL FIELD SPLICES
- SHALL BE LOCATED IN A 6 INCH ROUND VALVE BOX. K. RAIN SENSOR: TYPE AND MODEL PER PLANS.

TRENCHING NEAR EXISTING TREES:

#### **METHODS**

- A. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN OF ARIEICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQURED TO MOVE SUCH ITEMS AT HIS OWN COST. ENSURE FIELD COORDINATION IS MADE EARLY ON IN THE CONSTRUCTION PHASE SO
- PLACEMENT LOCATION IS CORRECT. B. THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE PLANS AND REPORT ANY CONFLICTS OR DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.
- THE IRRIGATION CONTRACTOR SHALL NOT WILFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADES OR DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE IRRIGATION DESIGNER. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND NECESSARY COSTS.
- SEE UTILITY PLANS FOR IRRIGATION POINTS OF CONNECTION (TAP) AND DOMESTIC WATER
- THE IRRIGATION CONTRACTOR SHALL PAY ANY AND ALL FEES AND PERMITS ASSOCIATED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.
- AT LEAST SEVEN DAYS BEFORE BEGINNING WORK, CONFIRM THE STATIC WATER PRESSURE IS AT LEAST 65 PSI AND LESS THAN 80 PSI. IF STATIC WATER PRESSURE IS OUTSIDE OF THE STATED RANGE, DO NOT PROCEED WITHOUT FIRST NOTIFYING THE IRRIGATION DESIGNER AND OWNER IN WRITING, AND OBTAINING SUBSEQUENT DIRECTION FOR CORRECTIONAL MEASURES. SHOULD THE IRRIGATION CONTRACTOR CHOOSE TO BEGIN THE INSTALLATION WITHOUT SUCH NOTIFICATION. THE IRRIGATION CONTRACTOR WILL ASSUME THE RESPONSIBILITY FOR ALL COSTS INCURRED TO ENSURE THE SYSTEM IS WORKING PROPERLY. NO CHANGE ORDERS WILL BE AUTHORIZED IN SUCH CIRCUMSTANCES
- G. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, STRUCTURES AND UTILITIES.
- H. COORDINATE WITH THE OWNER THE PROPOSED LOCATIONS OF THE AUTOMATIC CONTROLLER AND ANY REQUIRED SLEEVES THROUGH THE BUILDING FOR CONTROL WIRES.
- CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
- ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
- ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
- ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

- 1. ALL BACKFILL MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER. BACKFILL MATERIAL SHALL BE FREE FROM RUBBISH, ROCK LARGER THAN 1", LARGE STONES, BRUSH SOD. FROZEN MATERIAL OR OTHER UNSUITABLE SUBSTANCES THAT MAY DAMAGE PIPE DURING THE BACKFILLING OPERATIONS. SEPARATE OUT ROCKS LARGER THAN 1 INCH IN ANY DIRECTION FROM EXCAVATED MATERIAL. AND REMOVE FROM AREAS TO RECEIVE LANDSCAPING. COVER FOR BOTH TOP AND SIDES OF PIPE SHALL BE A MINIMUM OF 2 INCHES OF ROCK-FREE SOIL, SAND, OR OTHER APPROVED MATERIAL
- 2. IN THE EVENT THAT THE MATERIAL FROM THE EXCAVATION OR TRENCHING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL. IT SHALL BE REMOVED FROM THE SITE AND PROPERLY AND LEGALLY DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL THEN PURCHASE AND AND FURNISH SUITABLE BACKFILL MATERIAL CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND OR OTHER APPROVED MATERIALS FREE
- BACKFLOW PREVENTER INSTALLATION: CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING WATER SOURCES AT LOCATION SHOWN ON PLANS AND AS APPROVED BY THE OWNER, AND SHALL MAKE ANY MINOR CHANGES IN LOCATION AS MAY BE NECESSARY DUE TO ACTUAL SITE CONDITIONS. BACKFLOW PREVENTER HEIGHT SHALL BE AS PER LOCAL CODES AND IRRIGATION DETAILS. INSTALL A BRASS BALL VALVE IMMEDIATELY UPSTREAM OF THE BACKFLOW DEVICE TO SERVE AS AN ISOLATION VALVE. TO EVERY EXTENT POSSIBLE, INSTALL BACKFLOW PREVENTER ION A LOCATION SCREENED FROM PUBLIC VIEW (SUCH AS BEHIND A SHRUB ROW).
- 1. PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS FOR LARGER SIZES MAY BE
- 2. MAINLINE PIPE AND WIRES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18 INCHES. LATERAL PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 12 INCHES.
- ASSEMBLE ALL THREADED FITTINGS WITH TEFLON TAPE, WHICH SHALL BE APPLIED TO MALE
- 4. ALL SOLVENT-WELD CONNECTIONS SHALL BE MADE WITH APPROVED SOLVENT-WELD PRIMER AND GLUE. PIPE SHALL BE INSTALLED WITH A MINIMUM OF 4" HORIZONTAL CLEARANCE FROM ANY
- OTHER PIPE AND 2" VERTICAL CLEARANCE FROM ANY PIPES THAT CROSS OVER OR UNDER.

VALVE BOXES SHALL BE INSTALLED FLUSH WITH THE GRADE, WITH CLEAN PEA GRAVEL

- VALVES SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION
- LOCATED BELOW THE VALVE AS NOTED ON THE DETAILS. LOCATE BOXES WITHIN 12 TO 24' OF SIDEWALKS OR LANDSCAPE EDGES, WITH TOPS OF BOXES 1" ABOVE FINISH GRADE IN TURF, AND 3" ABOVE FINISH GRADE IN SHRUB AREAS (TO AVOID BEING COVERED BY MULCH). 3. EACH VALVE BOX COVER SHALL BE HEAT-BRANDED WITH THE CONTROLLER STATION
- 4. DO NOT INSTALL MORE THAN TWO VALVES IN A JUMBO BOX. DRIP IRRIGATION EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE
- IRRIGATION DETAILS. SUBSURFACE DRIP LINES SHALL BE BURIED NO MORE THAN 2" BELOW FINISH GRADE.
- DRIP LINES MOUNTED ON GRADE SHALL BE LOCATED BENEATH LANDSCAPE FABRIC, AND SECURED IN PLACE WITH WIRE STAPLES AT A MAXIMUM OF 48" ON CENTER. SPRAY, ROTOR, AND BUBBLER HEADS:
- ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE
- 2. ALL SPRAY HEADS SHALL BE CONNECTED WITH A 12 INCH MINIMUM LENGTH OF  $\frac{1}{2}$  INCH FLEX PVC. THE FLEX PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD-ON #795 SOLVENT AND #P-70 PRIMER. ALL ROTORS SHALL BE CONNECTED TO
- LATERAL LINES WITH PRE-MANUFACTURED SWING JOINTS. ALL ROTOR. SPRAY AND BUBBLER HEADS SHALL BE SET PERPENDICULAR AND FLUSH TO FINISH GRADE AND WITH A CLEARANCE OF FOUR INCHES (MINIMUM) FROM THE EDGE OF ANY
- BUILDINGS, WALLS, BOULDERS, AND HARDSCAPE, UNLESS OTHERWISE SPECIFIED. ALL ROTOR, SPRRAY AND BUBBLER HEADS AND VALVES SHALL BE FLUSHED AND ADJUSTED FOR OPTIMUM COVERAGE WITH MINIMUM OVERSPRAY ON WALKS, STREETS, WALLS, ETC.
- LATERAL PIPE TO TREE STREAM BUBBLER HEADS IS OMITTED FOR GRAPHIC CLARITY. CONNECT TREE BUBBLER HEADS TO VALVES AS SHOWN WITH CLASS 200 PVC PIPE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF 5 FEET PER SECOND
- AUTOMATIC CONTROLLER: INSTALL THE CONTROLLER AT THE LOCATION INDICATED BY THE OWNER. INSTALL CONTROLLER WITH A BACKUP BATTERY AS RECOMMENDED BY THE MANUFACTURER.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V.A.C. ELECTRICAL POWER TO CONTROLLER AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY
- ALL VALVE CONTROL WIRE SHALL BE TWO-WIRE CABLE BY CONTROLLER MANUFACTURER, DIRECT BURIAL. NO SPLICES SHALL BE ALLOWED EXCEPT AT VALVES AND CONTROLLER. WHERE SPLICES MAY BE NECESSARY DUE TO EXCESSIVELY LONG WIRE RUNS, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 6" ROUND VALVE BOXES WITH 3M'S "DBY-DIRECT BURIAL SPLICE KIT". THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERPROOF TAGS AND MARKERS AT ALL SPLICES AND VALVE MANIFOLDS, AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION. 4. CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING RAIN BIRD WC20 (UNLESS
- OTHERWISE SPECIFIED). THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE
- SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING SEE SLEEVING NOTES. INSTALL THE RAIN SENSOR IN THE VICINITY OF THE CONTROLLER, AND COORDINATE LOCATION WITH THE OWNER. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THE RAIN SENSOR IS PLACED IN A LOCATION WHERE IT CAN RECEIVE ADEQUATE RAINFALL WITHOUT OBSTRUCTIONS. IF IT IS PLACED IN AN INADEQUATE LOCATION, THE IRRIGATION CONTRACTOR
- MAY BE REQUIRED TO RELOCATE IT AT NO ADDITIONAL COST TO THE OWNER ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- PERFORM COVERAGE TESTS AFTER SPRINKLER SYSTEM IS COMPLETED. BUT PRIOR TO ANY PLANTING AND PERFORM TESTING IN THE PRESENCE OF THE IRRIGATION DESIGNER AND THE CONSTRUCTION MANAGER.

QUALITY CONTROL

SATISFACTION WITHIN 24 HOURS.

CONTROLLER MANUAL (1)

CONTROLLER KEYS (2)

- 2. TEST SYSTEM TO ASSURE THAT ALL LAWN AND PLANTING AREAS ARE WATERED COMPLETELY AND UNIFORMLY.
- MAKE ALL NECESSARY ADJUSTMENTS TO PROVIDE COMPLETE COVERAGE, INCLUDING REALIGNMENT OF HEADS AND REPLACEMENT OF NOZZLES.
- DURING IRRIGATION EXCAVATION AND INSTALLATION, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- UPON COMPLETION OF THE WORK, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE IRRIGATION
- CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL WHEN THE INSPECTED WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S
- BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL

COLOR-CODED, LAMINATED COPY OF THE IRRIGATION LAYOUT AND PLACE IT IN THE

- THE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE WORK HAS BEEN RE-INSPECTED ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE. 4. CONTROLLER CHART: THE IRRIGATION CONTRACTOR SHALL PROVIDE A 11" X 17"
- CONTROLLER'S COVER. THE CONTROLLER CHART SHALL CLEARLY DELINEATE THE AREAS COVERED BY EACH VALVE, USING A SEPARATE COLOR FOR EACH ZONE. 5. TURN THE FOLLOWING ITEMS IN TO THE OWNER UPON COMPLETION OF THE INSTALLATION: QUICK COUPLER KEYS (2)
- A MINIMUM OF (2) COPIES OF RECORD DRAWINGS. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING
- W. REFER TO THE PLANTING SPECIFICATIONS FOR ADDITIONAL CONDITIONS OF FINAL ACCEPTANCE AND START OF THE MAINTENANCE PERIOD.
- THE IRRIGATION SYSTEM SUPPLIED AND INSTALLED SHALL BE WARRANTED (LABOR AND MATERIALS) TO REMAIN OPERATIONAL FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF FINAL ACCEPTANCE. DURING THIS PERIOD, THE CONTRACTOR SHALL ALSO REPAIR ANY
- SETTLEMENT OF THE IRRIGATION TRENCHES. BY THE END OF THE WARRANTY PERIOD, ANY IRRIGATION PART THAT IS EITHER NON-OPERATIONAL OR THAT IS OPERATING BELOW STANDARDS AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE AND SHALL BE REPLACED. REPLACEMENTS SHALL BE OF THE SAME KIND AS SPECIFIED IN THE IRRIGATION LEGEND, AND SHALL BE INSTALLED AS ORIGINALLY SPECIFIED.
- IRRIGATION PARTS DAMAGED OR IMPAIRED DUE TO ACTS OF GOD, VANDALISM, AND/OR THE OWNER'S IMPROPER MAINTENANCE SHALL NOT BE COVERED BY THIS WARRANTY. SHOULD THE PERMITTING JURISDICTION REQUIRE AN IRRIGATION AUDIT, THE IRRIGATION CONTRACTOR SHALL RETAIN THE SERVICES OF A THIRD-PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR, AT NO ADDITIONAL COST TO THE OWNER.

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SYMBOL	ATION_LEGEND  MANUFACTURER/MODEL		
	RAIN BIRD R-VAN-STRIP 1806-SAM-P45 ,TURF ROTARY, 5`X15` (LCS AND RCS), 5`X30` (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ 1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	\	
•	RAIN BIRD R-VAN14 1806-SAM-P45, TURF ROTARY, 8`-14` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	VALVE KEY  Valve Callout	
•	RAIN BIRD R-VAN18 1806-SAM-P45, TURF ROTARY, 13`-18` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	Valve Number  # • # • Valve Flow  Walve Size	
•	RAIN BIRD R-VAN24 1806-SAM-P45, TURF ROTARY, 17`-24` 45°-270° AND 360° HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.		
•	RAINBIRD 1806-SAM-PRS SERIES POP UP SPRAY HEADS WITH ADAPTER AND RAINBIRD #1402 SERIES BUBBLER NOZZLES. (TWO PER TREE) SEE INSTALLATION NOTE #0-5 REGARDING TREE BUBBLER LATERAL PIPE		
⊕	RAINBIRD XCZ-100-PRB-COM / 150-PRB-COM SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRES XCZ-100-PRB-COM - 1" BALL VALVE WITH 1" PESB VALVE AND 1" PRESSURE REGULATING 40PSI QUICK-CHI FILTER. 0.3GPM TO 20GPM.  XCZ-150-PRB-LCDR - 1-1/2" PESB-R SCRUBBER GLOBE VALVE WITH SINGLE 1-1/2" PRESSURE REGULATING (40PSI) QUICK-CHECK BASKET FILTERS. FLOW RANGE: 15-62GPM.	ECK BASKET	
$\oplus$	RAINBIRD PEB SERIES ELECTRIC REMOTE CONTROL, "TREE BUBBLER ZONE" VALVE SEE INSTALLATION NOTE #0-5 REGARDING TREE BUBBLER LATERAL PIPE		
<b>-</b>	RAIN BIRD PEB SERIES 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.		
	AREA TO RECEIVE DRIPLINE RAINBIRD XFS-CV-06-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH		
Z	ZURN / WILKINS 375XLB SERIES <u>REDUCED PRESSURE</u> TYPE BACKFLOW PREVENTOR INSTALLED PER CITY WITH SAME SIZE BRONZE BALL VALVE INSTALLED ON THE UP-STREAM SIDE.  MOUNTED IN STRONGBOX SMOOTH TOUCH ENCLOSURE.	Y CODE	
	LASCO "V101N" SERIES SCH. 80 PVC TRUE UNION BALL VALVE, MAINLINE SIZE		
M	IRRIGATION WATER METER AND TAP, SIZE AS NOTED ON THE PLAN		
QC	RAINBIRD 33-DNP QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE		
C	RAINBIRD ESP12LXMEF SERIES AUTOMATIC WALL MOUNT CONTROLLER WITH ONE ESPLXMSM8 STATION MODULES		
R	WR2-RFC RAIN / FREEZE SENSOR LOCATE SENSOR AS FIELD DIRECTED BY THE LANDSCAPE ARCHITECT		
	"MASTER" ELECTRIC VALVE ( SAME SIZE AS METER ) WITH RAINBIRD FLOW SENSOR MODEL #FS100B SEF	RIES	

ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE. ====== IRRIGATION SLEEVE, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED NOTE: L.I.C. SHALL SELECT R-VAN SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED \*\*\* ALL PIPE TO BE SIZED SUCH THAT FLOWS WILL NOT EXCEED VELOCITY OF 5 FPS \*\*\*

## WATER-CONSERVATION

- IRRIGATION MAINLINE: SCHEDULE 40 PVC

IRRIGATION WATER CONSERVATION SHALL BE ACCOMPLISHED THROUGH THE FOLLOWING EFFORTS:

1. SEPARATE TURF / SHRUB ZONES FOR SCHEDULING ADJUSTMENT

IRRIGATION LATERAL LINE: CLASS 200

— — — — — IRRIGATION SLEEVES, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED

2. NO OVERSPRAY ONTO PAVEMENT PERMITTED 3. USE OF RAIN SENSOR SHUT OFF OVER-RIDE DEVICE

P.O.C. NUMBER: 01	
Water Source Information:	Irrigation Meter, By Others
FLOW AVAILABLE	
Water Meter Size:	1"
Flow Available:	30 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	68.00 psi
Service Line Size:	1"
Length of Service Line:	20.00 ft
Pressure Available:	65.00 psi
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	18.0 gpm
Flow Available at POC:	30.0 gpm
Residual Flow Available:	12.0gpm
Critical Station:	10
Design Pressure:	35.00 psi
Friction Loss:	0.65 psi
Fittings Loss:	0.06 psi
Elevation Loss:	0.00 psi
Loss through Valve:	1.80 psi
Pressure Req. at Critical Station:	37.51 psi
Loss for Fittings:	1.10 psi
Loss for Main Line:	3.1 psi
Loss for POC to Valve Elevation:	0.0 psi
Loss for Backflow:	11.0 psi
Loss for Master Valve:	3.0 psi

IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21

TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED

PVC CLASS 200 IRRIGATION PIPE. ONLY LATERAL

i ittiigo Looo.	0.00 poi
Elevation Loss:	0.00 psi
Loss through Valve:	1.80 psi
Pressure Req. at Critical Station:	37.51 psi
Loss for Fittings:	1.10 psi
Loss for Main Line:	3.1 psi
Loss for POC to Valve Elevation:	0.0 psi
Loss for Backflow:	11.0 psi
Loss for Master Valve:	3.0 psi
Loss for Water Meter:	1.8 psi
Critical Station Pressure at POC:	57.51 psi
Pressure Available:	65.00 psi
Residual Pressure Available:	7.49 psi

IRRIGATION SPECIFICATIONS











6.30.22

CONCEPT

PERMIT

CHECK:RM DRAWN:EMS JOB:D2200096

### PARTITION TYPES

2X4 STUD WALL WITH 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD UP TO 6" ABOVE CEILING BOTH SIDES, SEE SHEET A601.

2X6 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" GYPSUM BOARD UP TO GYPSUM BOARD CEILING ON VESTIBULE SIDE AND UP TO BOTTOM OF ROOF DECK ON DINING SIDE. SEE SHEET A601.

2X4 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" GYPSUM BOARD UP TO BOTTOM OF ROOF DECK ON COOLER SIDE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE SHEET A601.

2X4 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" GYPSUM BOARD UP TO 6" ABOVE CEILING ON OFFICE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE SHEET A601.

SAME AS WALL TYPE D, REPLACE 2X4 WITH 2X6 STUD

3 5/8" METAL STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" CEMENT BOARD ON HOOD SIDE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE SHEET A601.

SAME AS WALL TYPE D, REPLACE 2X4 WITH 2X8 STUD

2X8 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" GYPSUM BOARD UP TO BOTTOM OF ROOF DECK ON DINING SIDE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE SHEET A601.

2X4 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" MOISTURE RESISTANT GYPSUM BOARD UP < L1> SAME AS WALL TYPE L, REPLACE 2X8 WITH 2X4 STUD TO GYPSUM BOARD CEILING ON RESTROOM SIDE AND UP TO BOTTOM OF ROOF DECK ON COOLER SIDE. SEE SHEET

2X4 STUD WALL WITH SOUND ATTENUATION BATT INSULATION AND 5/8" MOISTURE RESISTANT GYPSUM BOARD ON BOTH SIDES. SEE SHEET A601.

2X6 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" MOISTURE RESISTANT GYPSUM BOARD UP TO GYPSUM BOARD CEILING ON RESTROOM SIDE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE

2X8 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" MOISTURE RESISTANT GYPSUM BOARD UP K TO GYPSUM BOARD CEILING ON RESTROOM SIDE AND UP TO BOTTOM OF ROOF DECK ON DINING SIDE. SEE SHEET

2X8 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" GYPSUM BOARD UP TO GYPSUM BOARD CEILING ON HALLWAY SIDE AND UP TO BOTTOM OF ROOF DECK ON DINING SIDE. SEE SHEET A601.

2X8 STUD WALL WITH SOUND ATTENUATION BATT INSULATION AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON BOTH SIDES TO 6" ABOVE CEILING. SEE SHEET A601.

2X4 STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" MOISTURE RESISTANT GYPSUM BOARD UP TO GYPSUM BOARD CEILING ON RESTROOM SIDE AND 5/8" GYPSUM BOARD UP TO GYSUM BOARD CEILING ON HALLWAY SIDE. SEE SHEET A601.

6" METAL STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" CEMENT BOARD ON HOOD SIDE AND 5/8" GYPSUM BOARD UP TO BOTTOM OF ROOF DECK ON DINING SIDE . SEE SHEET A601.

6" METAL STUD WALL WITH SOUND ATTENUATION BATT INSULATION, 5/8" CEMENT BOARD ON HOOD SIDE AND 5/8" CEMENT BOARD UP TO 18" A.F.F. THEN 5/8" FIRE TREATED PLYWOOD ON KITCHEN SIDE UP TO 6" ABOVE CEILING. SEE

## FLOOR PLAN GENERAL NOTES

PROVIDE CONTINUOUS BEAD OF CLEAR

SILICONE SEALANT AT INTERIOR SIDE OF ALL

EXISTING OPENINGS IN FLOORS, STRUCTURAL

WALL TRANSITIONS. SEAL ALL NEW AND

DECK AND EXTERIOR WALLS IN ORDER TO

FLOORS. SEE MECHANICAL AND ELECTRICAL

EQUIPMENT SHOWN ON THIS PLAN IS FOR

PROVIDE A WEATHER TIGHT SEAL

DRAWINGS.

REFERENCE ONLY.

LOCAL FIRE DEPARTMENT.

M. COORDINATE SIZE AND LOCATION OF ALL

EQUIPMENT SCHEDULE FOR MORE

INFORMATION ON THE EQUIPMENT.

O. FIRE EXTINGUISHERS ARE SUPPLIED AND

INSTALLED BY THE G.C. QUANTITIES AND

LOCATIONS TO BE COORDINATED W/ THE

DUCT SHAFT OPENINGS IN WALLS AND

A. ALL CONTRACTORS TO VERIFY EXISTING SITE J. INFILL ALL VOIDS LEFT IN FLOOR BY CONDITIONS AND DIMENSIONS BEFORE ANY DEMOLISHED UTILITIES AS REQUIRED TO WORK IS TO BEGIN. NOTIFY OWNER'S PROVIDE RATING EQUAL TO THE EXISTING REPRESENTATIVE OF DISCREPANCIES. FLOOR CONSTRUCTION.

K. PROVIDE WALL BLOCKING FOR ALL WALL B. ALL WORK TO BE DONE IN ACCORDANCE WITH MOUNTED EQUIPMENT, MILLWORK, SHELVING, ALL GOVERNING STATE AND LOCAL CODES, AND ACCESSORIES. ORDINANCES, AND AMENDMENTS.

C. ALL DIMENSIONS ARE NOMINAL & ARE FROM FACE OF STUD.

D. ALL WALLS ARE AT 90° UNLESS NOTED OTHERWISE.

MOUNT ALL FIXTURES & ACCESSORIES AT HEIGHTS CONFORMING WITH ALL GOVERNING CODES & ACCESSIBILITY REQUIREMENTS.

PROPERLY PREPARE & CLEAN SUBSTRATES & SURFACES AS REQUIRED TO ACCEPT N. REFER TO THE EQUIPMENT PLAN AND FINISHES, MATERIAL, TREATMENTS, ETC.

G. G.C. SHALL PROVIDE FINAL CLEANING OF STORE AT END OF CONSTRUCTION.

H. PROTECT ALL EXISTING ELEMENTS TO REMAIN FROM DAMAGE FOR THE DURATION OF CONSTRUCTION.

WHERE PROPOSED WORK MEETS EXISTING, PATCH AND REPAIR TO MATCH ADJACENT CONSTRUCTION & FINISH, AS REQUIRED.

## FLOOR PLAN KEYNOTES

PROVIDE 3/4" PLYWOOD BACKING FOR WALL MOUNTED MONITOR AT 4'-0" TO 5'-6" A.F.F. & MIN. OF 24" FROM CORNER. PLYWOOD BACKING TO BE RECESSED 5/8" FROM FINISH FACE

PROVIDE 3/4" PLYWOOD BACKING FOR WALL MOUNTED MONITOR AT 5'-0" TO 6'-6" A.F.F. & MINIMUM OF 24" FROM CORNER. PLYWOOD BACKING TO BE RECESSED 5/8" FROM

FINISH FACE OF WALL.

6" RAISED CONCRETE SLAB. GENERAL SERVINGS. SIZE WITH VENDOR SUPPLIED DRAWINGS. 6" RAISED CONCRETE SLAB. GENERAL CONTRACTOR TO VERIFY

PROVIDE SOLID BACKING BEHIND AREA OF 'FREDDY'S' SIGN. SOLID BACKING TO CONSIST OF 1/2" PLYWOOD (BETWEEN 4 STUDS) WITH 2X BLOCKING CUT TIGHT TO FIT AND TOE NAILED BETWEEN STUDS TO SUPPORT PLYWOOD FACE OF PLYWOOD

TO BE FLUSH WITH FACE OF STUD FRAMING. REF. SHT. A/A7

6" RAISED CONC. SLAB BENEATH WATER HEATER - G.C. TO 6" RAISED CONC. SI FIELD VERIFY SIZE.

6 ELECTRICAL PANELS RECESSED IN WALL.

#### FLOOR PLAN LEGEND

EXISTING WALLS TO REMAIN

STUD WALL CONSTRUCTION WALK-IN COOLER / FREEZER BOX PANEL

CLEAR FLOOR AREA PER ACCESSIBILITY

PARTITION TAG, SEE PARTITION TYPES BELOW

DOOR TAG, SEE DOOR SCHEDULE

WINDOW TAG, SEE WINDOW SCHEDULE

OUTSIDE FACE OF STUDS 10 1/2" 10 1/2" 10 1/2" 10 1/2" 10 1/2" 5'-0 1/4" 5'-4 3/4" 5'-4 3/4" 5'-4 3/4" 5'-4 3/4" 4'-9 1/2" R.O. R.O. R.O. R.O. R.O. FREEZER OUTSIDE FACE OF COOLER/FREEZER 6'-5 3/4" 4'-5 1/4" 4'-1 3/4" 3'-9 3/4" 2'-9 1/4" 1'-8 DINING 102 WALKIN COOLER 4 25'-3 5/8" 3'-10 3/4" 5'-3 3/8" NEW 6" RAISED CONCRETE SLAB. G.C. TO VERIFY SIZE WITH CABINET VENDOR SUPPLIED DRAWINGS, TYPICAL. QUESTIONS REGARDING CONCRETE BASE OR CABINET DIMENSIONS OR DETAILS CALL WOOTEN **ENTERPRISES** (316) 830-2328 -2'-8 3/4" 11'-0 3/4" 15'-8 1/4" 17'-11 3/8" 17'-10 1/4" 8'-11 3/4" 7'-11" 3 1/2" 7 1/4" 4 3/4" DISHWARE 112 4'-9 1/2" 23'-0 1/4" 4'-0 1/4" 3'-11 1/2" 28'-0 1/8" 13'-4 5/8" 4'-9 1/2" 11'-6 1/2" R.O. 86'-0" OUTSIDE FACE OF STUDS 2x8 STUDS - SEE STRUCTURAL SHEETS

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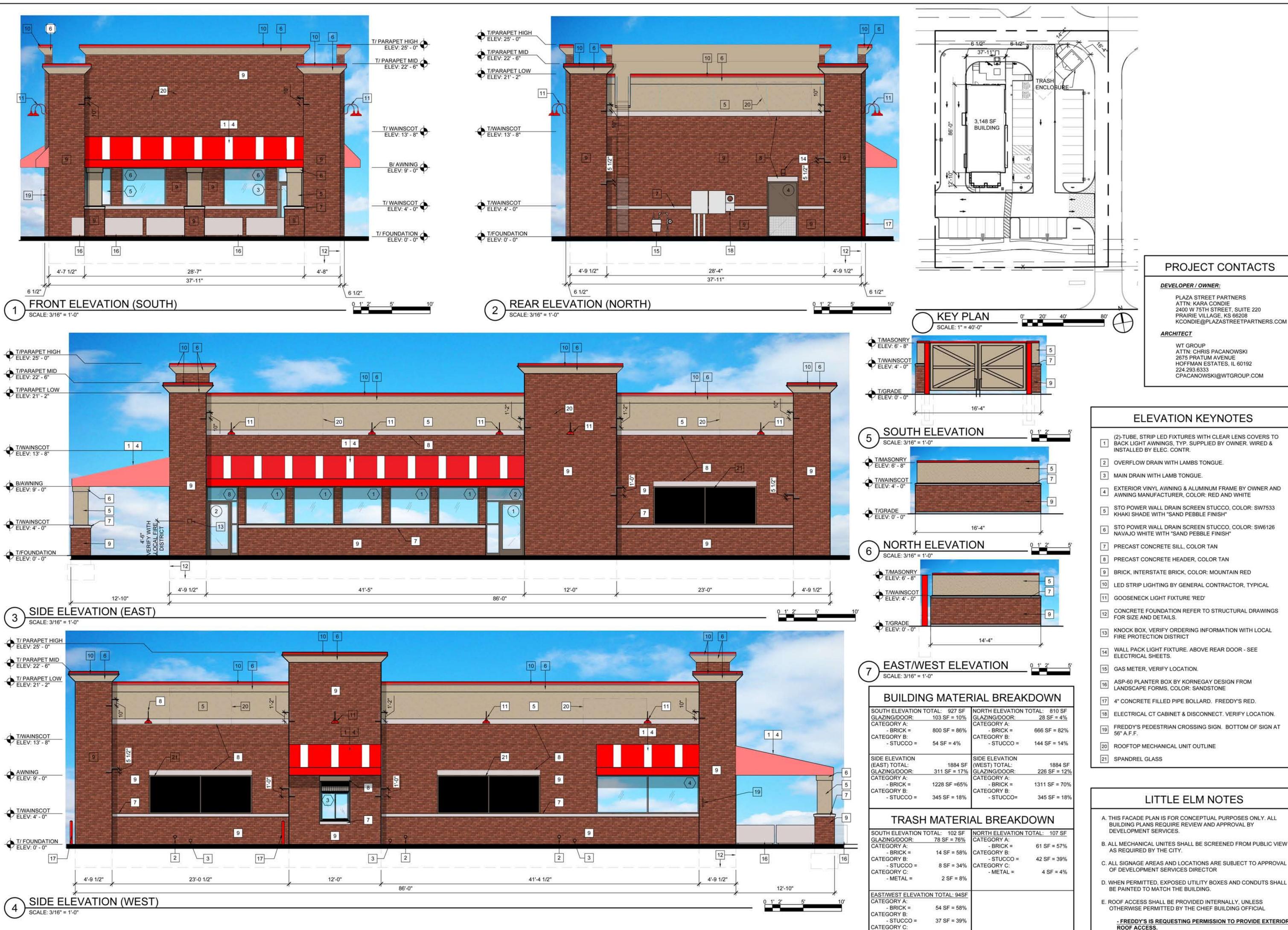
ISSUE CONCEPT 6.22.22 6.30.22 9.12.22

CONCEPT PERMIT 11.15.22

> CHECK:CP DRAWN:CS, MB JOB:D2200096

A101 FLOOR PLAN

FLOOR PLAN



KCONDIE@PLAZASTREETPARTNERS.COM

- (2)-TUBE, STRIP LED FIXTURES WITH CLEAR LENS COVERS TO BACK LIGHT AWNINGS, TYP. SUPPLIED BY OWNER. WIRED &

- B. ALL MECHANICAL UNITES SHALL BE SCREENED FROM PUBLIC VIEW
- C. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL
- FREDDY'S IS REQUESTING PERMISSION TO PROVIDE EXTERIOR ROOF ACCESS.

- METAL =

3 SF = 3%

de CONCEPT CONCEPT PERMIT SUP

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DATE

6.22.22

6.30.22

9.12.22

11.15.22

11.29.22

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A201C COLORED EXTERIOR **ELEVATIONS**